



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34689
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, AUGUST 12, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

PUBLIC COMMENTS (10 Minutes)

CONSENT AGENDA (5 Minutes)

1. Award File No. 250203-B-AS, Effluent Acute Water and Chronic Toxicity Testing (**Tom Kiger Public Services Director, LaTishia Smith Public Services Assistant Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager**)
2. Increase File No. 220139-C-JL, Security Equipment System Services (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)
3. Florida Department of Law Enforcement Justice Assistance Grant Agreement #JG012 (**Jeff Young Police Chief, Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
4. Approve Amendment to Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSCC (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
5. Award File No. 260001-C-PH, Purchase of Computer Aided Dispatch (CAD) System/Automated Report Management System (ARMS) Services, and Crime Scene and Fingerprint Agreement (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
6. Approval to Increase File No. 250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Janina Lewis Procurement Services Director**)
7. Special Event(s):
 - a. Trick or Treat Bash 2025 (**Bob Robertson Interim Public Works Director**)
 - b. Tarpon Springs Recreation Department Back to School Bash & Eco-Fest (**Bob Robertson Interim Public Works Director**)
8. Attorney Fee(s): Unice Salzman, P.A. Invoice 87888 (**Andrew Salzman City Attorney**)
9. Award File No. 260002-C-PH, Motorola Radio Equipment and Maintenance (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

10. Award File No. 250223-C-PH, Holiday Lighting Display (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)
11. 24-PLC-16 Tarpon Springs Public Library Construction Grant Agreement Amendment (**Bob Robertson Project Administration Director, Cari Rupkalvis Library Director, P.J. Harbert Grant Project Specialist**) **(ADDENDUM)**

BUSINESS ITEMS

12. Employee Health Insurance Renewal (**Tabatha Adkins Human Resources Director, Shawn Fleming Gehring Group**) **(15 Minutes)**
13. Discussion and Direction; Litigation Attorney Services (**Janina Lewis Procurement Services Director**) **(10 Minutes)**
14. Code Enforcement Lien Reduction Request; Case #19-80000220, 221 & 222 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) **(15 Minutes) (DEFERRED DATE TO BE DETERMINED)**
15. Code Enforcement Lien Reduction Request; Case #23-80000065 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) **(15 Minutes)**
16. Discussion and Direction for Elevate Florida Acquisition and Demolition Projects (**Scott Young Fire Chief, P.J. Harbert Grant Project Specialist, Megan Araya Emergency Management Coordinator**) **(10 Minutes)**

ORDINANCES AND RESOLUTIONS

17. **Resolution 2025-48**; Support of the Grant Application for the Resilient Florida Program (**P.J. Harbert Grant Project Specialist**) **(5 Minutes)**
18. **Ordinance 2025-07 (1st Reading)**; Rezoning request to rezone property from IPD (Industrial Planned Development) to IR (Industrial Restricted); 310, 320, & 340 Anclote Road (Application 25.28) (**Legislative**) **DEFERRED TO DATE CERTAIN OF SEPTEMBER 9, 2025, BOARD OF COMMISSIONER'S REGULAR SESSION MEETING** (**Renea Vincent Planning & Zoning Director**)
19. **Application 25-16**; Application for Annexation, Future Land Use Map Amendment, and Zoning Amendment for property located adjacent to 1267 N. Pinellas Ave - Fairview Blk 11, Lots 18 and 19 less Rd R/W and Fairview Blk 11, Lots 4 and 5 (**Quasi-Judicial/Legislative**) (**Renea Vincent Planning & Zoning Director**) **(20 Minutes)**
 - a. **Ordinance 2025-10** Annexation (**Quasi-Judicial**)
 - b. **Ordinance 2025-08** Future Land Use Map Amendment (**Legislative**)
 - c. **Ordinance 2025-09** Rezoning (**Legislative**)

BOARD AND STAFF COMMENTS (10 minutes)

ADJOURNMENT (Estimate 8:30 pm)



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250203-B-AS, Effluent Acute Water and Chronic Toxicity Testing (**Tom Kiger Public Services Director, LaTishia Smith Public Services Assistant Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager**)

Recommendation

Award File No. 250203-B-AS, Effluent Acute Water and Chronic Toxicity Testing, to EcoAnalysts, LLC, for a five (5) year period effective from the date of award, in an estimated total amount not to exceed \$43,216, for the Public Services Department – Water and Wastewater Utilities Divisions.

Background

The City's Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWTF) are required by their respective Florida Department of Environmental Protection operating permits and Florida Administrative Code to conduct water quality analyses with a nationally accredited environmental laboratory. These types of analyses are very specialized, and few laboratories offer these services. Procurement Services completed the subject solicitation and one (1) bid was received. The City previously contracted with EcoAnalysts, LLC (formerly Hydrosphere Research), and the vendor performed very well. ROWTF and AWTF reviewed the pricing offered and deemed it fair and reasonable based on market research of current pricing for other similar laboratory services.

Funding

FY25-30, account nos. 402-4603-536.3400 – AWTF; 402-4305-536.3400 – ROWTF, and 402-4302-536.3400 – Water Quality

Strategic Plan Objective

N/A

Tabulation of Submittals
For
Bid No. 250203-B-AS

Wednesday, July 16, 2025 @ 3:00 p.m.

Company	Amount
EcoAnalysts, LLC Alachua, FL	\$43,216.00

Broadcast: 269 Planholders: 5 Responses: 1

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.



Public Services Department

Memorandum

Date: July 31, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

LaTishia Smith, Public Services Assistant Director

Raymond Page, Utilities Superintendent

A handwritten signature in black ink, appearing to be "J. Lewis", is located to the right of the "Through" section.

From: Robert Marcincuk, Wastewater Division Manager
Darryl Vaci, Water Division Manager

Subject: Authorize award of a five-year contract, File No. 250203-B-AS, to EcoAnalysts, LLC, for Effluent Acute Water & Chronic Toxicity Testing

Recommendation

Authorize award of a five-year contract, File No. 250203-B-AS, to EcoAnalysts, LLC, for FDEP required Effluent Acute and Chronic Toxicity Testing in an estimated total amount not to exceed \$43,216.00, for the Advanced Wastewater Treatment Facility and Reverse Osmosis Water Treatment Facility.

Background

The City's Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWTF) are required by their respective FDEP operating permits and Florida Administrative Code (FAC) to conduct water quality analysis with a nationally accredited environmental laboratory.

The ROWTF and AWTF have used EcoAnalysts LLC for more than five years under previous bid contracts (previously Hydrosphere Research). Vendor has performed very well during the previous contractual awards. This type of analyses is specialized and very few laboratories offer these services. EcoAnalysts Inc. was the only bid received during this solicitation and was approximately 24% higher than the previous contract awarded in 2020. Pricing offered in bid tabulation was structured for the full five year term, reviewed and the increases were determined to be reasonable based on other laboratory services contract award increases received.

Funding

Funds have been budgeted in AWTF account 402-4603-536.3400, ROWTF account 402-4305-536.3400 and Water Quality account 402-4302-536.3400 in the 2025/2030 Fiscal Budgets.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

INVITATION TO BID

EFFLUENT ACUTE WATER AND CHRONIC TOXICITY TESTING

for THE CITY OF TARPON SPRINGS

Date: July 2, 2025

Bid No.: 250203-B-AS

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689. Documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>. All documents and attachments must be uploaded by the date and time indicated:

3:00 p.m. EST, July 16, 2025

at which time bids will be publicly opened and read aloud for:

Effluent Acute Water Toxicity Testing for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>.

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of BonfireBidder.

Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed by the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, and services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than 5:00 p.m. on July 8, 2025

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be the cause for the rejection of the bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

Ex Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future ITBs.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:as

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all the information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. The burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/ WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors.

To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review the bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.

Release ITB: July 2, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: July 2, 2025

Bids due: July 16, 2025

Award recommendation: TBD

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Tarpon Springs, agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in an such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

2.10 COMPLIANCE WITH APPLICABLE LAWS.

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. Drug-Free Workplace. Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. Federal and State Immigration Laws. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate

against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.

b) Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

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

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

e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract

provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise,

or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or entirely upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the

Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed both its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay exercising any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for the actions of the Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of Tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable

satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that

anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited

in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

2.48 SECTION 287.135 (CURRENT EDITION), FLORIDA STATUTES, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

ANY AND ALL SPECIAL CONDITIONS AND SERVICES ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION 3- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida (City), is requesting bids from qualified laboratories (bidders) to provide effluent acute toxicity testing for the City of Tarpon Springs water and wastewater

treatment facilities pursuant to the requirements, specifications, and terms and conditions herein. Please note, the FDEP operating permits for both the Advanced Wastewater Treatment Facility (AWTF) and the Reverse Osmosis Water Treatment Facility (ROWTF) are currently in the renewal process and operating under the requirements of previous issuance until completed.

3.1. SERVICES SUMMARY DESCRIPTION

Description: The awarded bidder (Contractor) will conduct semi-annual 96-hour acute multi-concentration toxicity tests for the Advanced Wastewater Treatment Facility (AWTF) located at 201 East Pine Street, Tarpon Springs, FL 34689, using *Ceriodaphnia dubia* and *Cyprinella leedsi*. All tests will be conducted on four (4) grab samples collected by City staff over a 24-hour period. Testing will be conducted in accordance with EPA-821-R-02-012 and the permittee's NPDES Permit requirements attached for reference.

3.1.1. Contractor will also conduct toxicity tests for the Reverse Osmosis Water Treatment Facility (ROWTF) located at 1624 L&R Industrial Blvd, Tarpon Springs, FL 34689, using the mysid, *Americamysis* (*Mysidopsis*) *bahia*, and the inland silverside, *Menidia beryllina*, concurrently, in accordance with "Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," 5th Edition, EPA-821-R-02-012. The monitoring frequency is once every three (3) months for the duration of the current permit (Expiration date 03/27/2026). Following four (4) valid and compliant tests, a request for reduced monitoring to once every six (6) months would be considered.

3.2. Equipment

Contractor shall provide all sample containers, chain of custody sheets, and shipping coolers prior to each scheduled sampling event. Contractor shall provide scheduled transportation of sample coolers to and from each treatment facility so that testing can be initiated within the required sample hold time. It is unlikely both facilities' sampling and testing will occur on the same scheduled dates.

3.3. Reporting

The toxicity report shall include copies of all worksheets and shall be submitted to the permittee no later than 10 business days after the samples have been submitted.

3.4. Annual DMR-QA Study

Contractor will participate with each treatment facility's (AWTF and ROWTF) annual DMR-QA study as required, by submitting all documentation within the Environmental Protection Agency (EPA) study guidelines. See Exhibit A for all testing requirements.

3.4.1. All costs for labor, supplies, courier/transportation, materials, and participation with annual DMR-QA studies shall be included with annual prices quoted for each facility.

3.5. Estimated Quantities

All quantities listed are estimates ONLY and shall not obligate the City with any minimum annual purchase. Unless stated otherwise, purchases will be made on an "as-needed" basis.

3.6. Bidders Qualifications

Bidders shall provide a copy of their certification(s), from the Florida Department of Health (FDOH) in accordance with all National Environmental Laboratory Accreditation Program (NELAP) requirements with their bid submittal.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM. The initial term of this contract shall be a period of five (5) years, effective from the date of award. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate one (1) 2-year renewal as provided. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

**BID FORM
BID NO. 250203-B-AS**

EFFLUENT ACUTE WATER AND CHRONIC TOXICITY TESTING

BIDDER EcoAnalysts, LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**BID FORM PRICING
BID NO. 250203-B-AS**

EFFLUENT ACUTE WATER AND CHRONIC TOXICITY TESTING

PRICING TAB - SEE PRICING SHEET OF BID SOLICITATION IN BONFIRE

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: X Yes ___ No. Payment must be processed in ___ days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

12 months for 6 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: EcoAnalysts, LLC

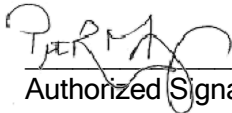
Address: 11842 Research Circle

City: Alachua State: Florida Zip: 32615

Phone No.: 386-462-7889 Fax No.: _____ Email: peter.meyer@spherosenvironmental.com

Peter R. Meyer

Printed Name and Title



Authorized Signature

July 14th, 2025
Date

List at least 5 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	Hilliard WWTF
Dollar Value:	\$1,100
Contact Name:	Larry Wildes
Email:	
Phone Number:	(904) 845-3555
Agency/Company Name:	Hilliard WWTF
Address:	15859 West CR 108, Hilliard, FL 32046
Date completed/or if in Progress:	current
2. Project/Contract Name:	Clay County Utility Authority
Dollar Value:	\$1,100
Contact Name:	Kyle Holzschuher
Email:	kholzschuher@clayutility.org
Phone Number:	904-914-1740
Agency/Company Name:	Spencer WWTF
Address:	4145-1 Savannah Glen Blvd, Orange Park, FL 32073
Date completed/or if in Progress:	current
3. Project/Contract Name:	Camp Blanding WWTF
Dollar Value:	\$1,100
Contact Name:	Ted Brown
Email:	teddy.w.brown.nfg@army.mil
Phone Number:	352-745-6957
Agency/Company Name:	Camp Blanding WWTF
Address:	5629 SR16 West, Starke, FL 32091
Date completed/or if in Progress:	current
4. Project/Contract Name:	Marsh Landing WWTF
Dollar Value:	\$1,000
Contact Name:	Phil Wainright
Email:	pwainright@sjcl.us
Phone Number:	904-209-2768

Agency/Company Name:	Marsh Landing WWTF
Address:	166 Marsh Cove Drive, Ponte Verda Beach, FL 32082
Date completed/or if in Progress:	Current
5. Project/Contract Name:	Hastings WWTF
Dollar Value:	\$1,000
Contact Name:	Mark Ridaugh
Email:	mridaugh@sjcfl.us
Phone Number:	904-209-2782
Agency/Company Name:	Hastings WWTF
Address:	819 North Main Street, Hastings, FL 32145
Date completed/or if in Progress:	Current

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name:	EcoAnalysts, LLC		
Contact Name:	Peter R. Meyer		
Address:	11842 Research Circle		
Address:			
City:	Alachua	State:	FL Zip: 32615
Telephone:	386-462-7889	Fax:	
E-Mail Address:	peter.meyer@spherosenvironmental.com		
	Website:		

2. How long has your firm been in business? EcoAnalysts established in 1995 so 30 years
3. How long has your firm provided these services? 39 years (established in 1986 under CH2M Hill)
4. Annual gross revenues of your firm? (Check the appropriate box)
☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000
5. How many full and part-time employees do you currently employee?
Full-time: 10 (EcoAnalysts, FLorida Lab) Part-time: 4 (EcoAnalysts, FLorida Lab)
6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Manages	3
Technicians	11

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
Peter R. Meyer, Senior Toxicologist, 36 years, 36 years with this lab)

8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Florida Aquatic Toxicity Testing Lab

9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
NA

10. Have you had a contract terminated by a customer in the past 3 years? NO If yes, please explain.

11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverage for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

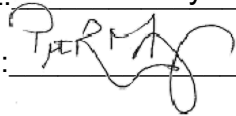
DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: Peter R. Meyer

AUTHORIZED SIGNATURE: 

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
- 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF Tarpon Springs (City), a municipal corporation with principal offices located at 324 East Pine St, Tarpon Springs FL, 34689, and CONTRACTOR executing this document by and through its authorized agent

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

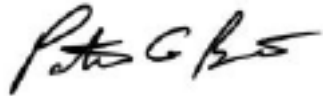
1.3. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a

breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



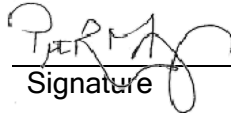
Signature of Corporate Secretary

Patrick Barrett

Type/Print Name of Corporate Secy.

EcoAnalysts, LLC

Company Name



Signature

Peter R. Meyer

Type/Print Name

June 10th, 2025

Date

July 14th, 2025

Date

(CORPORATE SEAL) Not Applicable. Company is an LLC

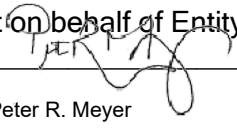
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 14th, 2025, 20

Signed: 

Entity: EcoAnalysts

Name: Peter R. Meyer

Title: Florida Laboratory Director

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 14th, 2025, 20__

Signed: _____

Entity: EcoAnalysts, LLC

Name: Peter R. Meyer

Title: Florida Laboratory Director

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name:

Proposer/Contractor FEIN: EcoAnalysts, LLC

Proposer/Contractor's Authorized Representative Name and Title:

Peter R. Meyer Florida Laboratory Director

Address:

11842 Research Circle

City: Alachua

State: Florida

Zip: 32615

Phone Number:

386-462-7889

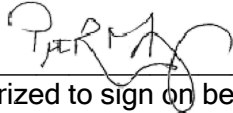
Email Address:

peter.meyer@spherosenvironmental.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 25.473 Florida Statute (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statute (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by:



Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Peter R. Meyer Florida Laboratory Director

Date:

July 14th, 2025

Responses

EcoAnalysts, Inc.

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Unit of Measure	Term	Numeric	Total Cost
							Unit Price	
Success: All values provided	Bid	#0-1	Semi-annual 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Advanced Wastewater Treatment Facility (AWTF)	2	Each	Year 1	\$ 2,856.00	\$ 5,712.00
Success: All values provided	Bid	#0-2	Semi-annual 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Advanced Wastewater Treatment Facility (AWTF)	2	Each	Year 2	\$ 2,896.00	\$ 5,792.00
Success: All values provided	Bid	#0-3	Semi-annual 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Advanced Wastewater Treatment Facility (AWTF)	2	Each	Year 3	\$ 2,960.00	\$ 5,920.00
Success: All values provided	Bid	#0-4	Semi-annual 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Advanced Wastewater Treatment Facility (AWTF)	2	Each	Year 4	\$ 2,992.00	\$ 5,984.00
Success: All values provided	Bid	#0-5	Semi-annual 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Advanced Wastewater Treatment Facility (AWTF)	2	Each	Year 5	\$ 3,040.00	\$ 6,080.00
Success: All values provided	Bid	#0-6	Quarterly 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Reverse Osmosis Water Treatment Facility (ROWTF)	4	Each	Year 1	\$ 664.00	\$ 2,656.00

Success: All values provided	Bid	#0-7	Quarterly 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Reverse Osmosis Water Treatment Facility (ROWTF)	4	Each	Year 2	\$ 676.00	\$ 2,704.00
Success: All values provided	Bid	#0-8	Quarterly 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Reverse Osmosis Water Treatment Facility (ROWTF)	4	Each	Year 3	\$ 684.00	\$ 2,736.00
Success: All values provided	Bid	#0-9	Quarterly 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Reverse Osmosis Water Treatment Facility (ROWTF)	4	Each	Year 4	\$ 700.00	\$ 2,800.00
Success: All values provided	Bid	#0-10	Quarterly 96-hour acute multi-concentration toxicity tests (or necessary re-test) for the Reverse Osmosis Water Treatment Facility (ROWTF)	4	Each	Year 5	\$ 708.00	\$ 2,832.00
Basket Total	\$ 43,216.00							
Grand Total	\$ 43,216.00							



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 220139-C-JL, Security Equipment System Services (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 220139-C-JL for Security Equipment System Services utilizing Sourcewell Contract No. 030421-TIS with Tyco Integrated Fire and Security, doing business as Johnson Controls, from \$75,000 to \$219,501.60, adding a one-time increase of \$69,501.60 through April 22, 2026, for Facilities Maintenance. Purchases will remain within approved budget limits.

Background

On May 2, 2021, Sourcewell awarded a contract with Tyco Integrated Security for Facility Security Equipment, Systems and Software Services with Related Equipment. On June 28, 2022, the Board of Commissioners awarded the contract. On December 6, 2024, Sourcewell extended the contract through April 22, 2026. On March 18, 2025, the Board approved a one-time allocation of up to \$75,000.00 for the Fire Department.

The purpose of this contract is to provide additional security systems and upgrades including, but not limited to, cameras, door locking systems and fire alarms, as well as monitoring and maintenance services. Furthermore, the Facilities Maintenance Department is requesting a one-time purchase of 13 new electronic locks in City Hall (see attached memo). Sourcewell is a municipal national contracting agency. Sourcewell's contracts have been awarded by virtue of a public competitive process and are made available for use by local governments.

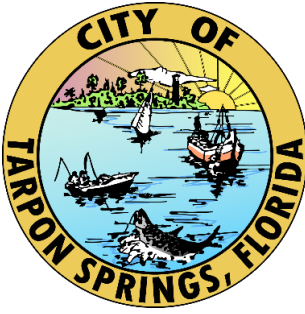
Pursuant to Chapter 119.071(3)(a), Florida Statutes, information relating to security systems for any property owned or leased to the state or any of its political subdivisions is confidential and exempt from public access or disclosure.

Funding

Account No. 001-8802-519-6300 (General Fund, Non-Departmental)

Strategic Plan Objective

N/A



Public Works Department

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director

Through: Bob Robertson, Interim Public Works Director

From: Brandon Crum, Facilities Management Superintendent

Date: July 22, 2025

Subject: Increase Funding For File No. 220139-C-JL Security Equipment System Services

Recommendation:

Increase Funding For File No. 220139-C-JL Security Equipment System Services for Johnson Controls in the amount of \$69,501.60 for the addition of 13 new electronic locking systems for City Hall offices and workspaces. This would include all materials and installation of the locking systems.

Background:

The purpose of this project is to upgrade to the current electronic locking system to ensure that all offices have the needed electronic locks to meet safety protocols. This work is the final phase of electronic lock conversion and addresses a need that was identified in the most recent security audit of the facility. Electronic locks had previously been installed on most offices and workspaces throughout City Hall, this would secure the remaining offices and rooms from the original project.

Funding: 001-8802-519-6300 (General Fund, Non-Departmental)

This Proposal is in Compliance with Sourcewell



Contract# 030421-TIS



**Proposal for
City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689
7-17-2025
City Hall Access Addition**

This Johnson Controls Security Solutions LLC Proposal (the "Proposal") contains Johnson Controls proprietary and business confidential information and may not be shared with third parties without the prior written consent of Johnson Controls. The system design and specified equipment are subject to final approval by your local fire department or other authority having jurisdiction. This Proposal is valid for a period of thirty (30) days from the above date and any deletions or additions to this Proposal may result in changes to the pricing and/or terms and conditions.

Inquiries regarding this proposal may be directed to:

William Semler
Johnson Controls Security Solutions
Cell Phone #: 8133768482
Email: william.semler@jci.com



City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689
Estimate Name: City of Tarpon Kantech Access Addition 1-25
Sourcewell ID 66180
Estimate # 1-8UDGU4P

Dear Brandon Crum,

Thank you for allowing Johnson Controls Security Solutions LLC (Johnson Controls) the opportunity to provide City of Tarpon Springs with our proposal for City of Tarpon Kantech Access Addition for City Hall.

As an industry leader, Johnson Controls' desire is to bring experience, industry insight and value to our customers by providing solutions that deliver lasting results while help keeping risk to a minimum. Your business is our business and helping to reduce your losses while improving operations means Johnson Controls is consistently evaluating your issues and needs.

Johnson Controls provides integrated security solutions to businesses like yours throughout the world. In North America, Johnson Controls maintains over 200 full-service brick and mortar offices, staffed by more than 10,000 company-trained employees, including over 3,700 service personnel. With unparalleled presence across the U.S., Johnson Controls service and installation teams are specially trained and focused on our technology offerings.

We are proud of our history, financial strength and depth and breadth of services we offer and I look forward to discussing our proposal with you and showing you why Johnson Controls is the premier leader in the electronic security industry.

I offer you my personal commitment to help ensure Johnson Controls meets your business needs.

Sincerely,

William Semler
Commercial Business Solutions

License Information: **AL** 2016/17-1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 **AK** 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 **AR** 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 **AZ** ROC281489, 18267-0 **CA** 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 **DC** ECS1327 **FL** EF20000890, EF20000341, EF0000478 **GA** LVA002833, LVA205386, LVU004635 **HI** CT-32427 **ID** PWC-C-12256-A-4, RCE-33602, EC012834 **IL** 127001526, 128000247, 128000246, 128000243 **LA** 24889, F523, F489 **MA** 401-C, **MI** 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; **MN** TS651063 **MS** 15024088, 19530-**SC** **NC** 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 **NJ** 34BF00050200, P00451, 607013 **NM** 375283 **NV** 0077542, F470, F469, **NY** 12000327404, Licensed by NYS Dept. of State **OH** E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 **OK** AC-67 **OR** CLE-322, 197010, AC-67 **PA** Pennsylvania Home Improvement Contractor Registration Number; PA010083 **RI** 18004, AF-09170 **TN** ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 **TX** B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 **UT** 8390557-6501 **VA** 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 **WA** JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 **WV** 050291.
See a comprehensive list of licenses on <http://www.johnsoncontrols.com>. **California Customers Only:** Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689
Estimate Name: City of Tarpon Kantech Access Addition 1-25
Sourcewell ID 66180
Estimate # 1-8UDGU4P

PAYMENT OPTIONS

Outright Sale Option

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package: **\$69501.60**
Total Monthly Payment Including Preferred Services: **\$ 239.67/month**

***Billed for a 5-year term.**

Johnson Controls-Owned Option

SCOPE OF WORK

This proposal presented by Johnson Controls is being provided at the request of City of Tarpon Springs to successfully meet the specifications of the City of Tarpon Kantech Access Addition 1-25 Project at the 324 Pine St, Tarpon Springs, FL 34689 location.

We propose to install and maintain a Access system which will consist of the following:

1. Contact Information: Brandon Crum
Facilities Management Superintendent
City of Tarpon Springs | 325 E. Pine Street
Tarpon Springs, FL 34689
Phone: 727-938-3711 | bcrum@ctsfl.us

**JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS
INFORMATION**



- | | | |
|----|--|---|
| 2. | System Operation: | Add to existing access system
Install Four access controllers in phone and IT closets on first and second floor located on access prints Wire to existing access controllers
Install three power supplies in phone and IT room next to access controller
Install two readers on first floor and eleven readers on second floor located on access print
Includes all needed wire and conduit
Install electronic locks, lever sets, and with door closures (were needed) on access doors per print |
| 3. | Programming Info: | Program access levels and time zones with customer |
| 4. | Site Conditions: | Two floors 8-10FT Ceilings-Drop ceiling, attic second floor, and basement |
| 5. | Existing Equipment: | Kantech access controller located in each of rooms we are installing new access panels |
| 6. | Customer Expectations: | Work will be done 8am to 5pm Monday through Friday |
| 7. | Training Expectations: | No training needed |
| 8. | General Comments: | No Permit needed |
| 9. | Customer Responsibilities / Tyco Exclusions: | Customer shall provide power outlets for 4 access controller and three power supplies
Any needed drywall repair or painting will be done by customer at their expense
Customer shall provide raceways between floors if needed
Customer will provide any needed network drops, static IP address, and IT support |

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION



BILL OF MATERIALS

City of Tarpon Kantech Access Addition 1-25 System

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1		Profile Codes	
4		Hardware- 6ft. 3-wire Line Cord	
13		Electronic locks, lever sets, and door closure were needed	
4		4-Door Expansion Kit: KT-400, TR1675 transformer, KT-BATT-12 battery	
1		One year warranty as per State Contract	
13		MULTI-TECH MULLION READER	
3		6 AMP Lock Power Supply w/ Fused, isolated outputs	
6		Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1		Programming	
1		Conduit and Wire	
8		Project Management	

NOTES

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act ("PWA") applies. If this is incorrect, please advise in writing before submittal of a purchase order and provide the applicable wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State or Federal taxes.

Note #3: Customer to provide Power and Telco Communications

Note #4: Price includes a One Year Warranty on Material & Labor. Warranty is Standard Warranty only & any upgraded maintenance packages are not covered under this warranty

Note #5: Any award resulting from this proposal that is over \$10,000 or over 30 days from start to completion will be eligible for progress billing

Note #6: Please include Sourcewell Contract# 030421-TIS on your Purchase Order

JOHNSON CONTROLS SECURITY SOLUTIONS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

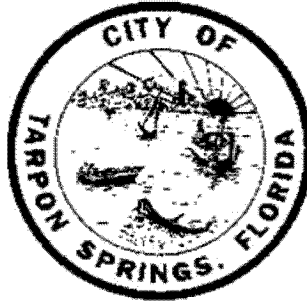
PURCHASE ORDER

03/27/25

ORDER DATE

CITY OF TARPON SPRINGS

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34689



250552

No.

JOHNSON CONTROLS SECURITY SOLU
PO BOX 371967
PITTSBURGH, PA 15250

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

220139-C-JL

25694

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - SECURITY EQUIPMENT SYSTEM SERVICES EFFECTIVE DATE: 04/23/25 EXPIRATION DATE: 04/22/26 NOT TO EXCEED: 60000.00 REMARKS: In accordance with File No. 220139-C-JL BOC approved 3/18/2025 Per Sourcewell Contract No. 030421-TIS Effective 4/23/2025 - 4/22/2026 Not to exceed \$75,000.00			

BILLING INSTRUCTIONS:

1. Our Purchase Order Number MUST appear on all Packages, Invoices, etc.
2. Your Invoice must state list price, price to city and terms. - Provide 2 (two) copies.
3. Unless otherwise stated, all prices are delivered F.O.B., Tarpon Springs, Florida.
4. See Purchase Order Terms and Conditions on the reverse hereof.
5. Mail Original Invoice to:

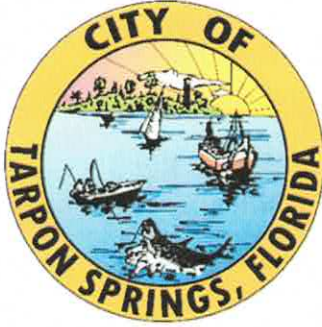
Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE
Page 47 of 483



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *jl*
DATE: 03/18/2025
SUBJECT: Renew File No. 220139-C-JL Security Equipment System Services

RECOMMENDATION:

Approve the renewal of File No. 220139-C-JL for Security Equipment System Services utilizing Sourcewell Contract No. 030421-TIS with Tyco Integrated Fire and Security, doing business as Johnson Controls, for the period from April 23, 2025, to April 22, 2026 in annual amount of \$75,000 for City-wide use and a one-time allocation of up to \$75,000 for the Fire Department, totaling \$150,000. Purchase orders will be issued only within approved budget limits.

BACKGROUND:

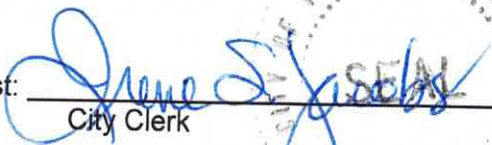
On May 2, 2021, Sourcewell awarded a contract with Tyco Integrated Security for Facility Security Equipment, Systems and Software Services with Related Equipment. On June 28, 2022, the Board of Commissioners awarded the contract. On December 6, 2024, Sourcewell extended the contract through April 22, 2026.

The purpose of this contract is to provide additional security systems and upgrades including, but not limited to, cameras, door locking systems and fire alarms, as well as monitoring and maintenance services. Furthermore, the Fire Department is requesting a one-time purchase of a new fire alarm system and control panel for the Public Safety Building (see attached memo). Sourcewell is a municipal national contracting agency. Sourcewell's contracts have been awarded by virtue of a public competitive process and are made available for use by local governments.

Pursuant to Chapter 119.071(3)(a), Florida Statutes, information relating to security systems for any property owned or leased to the state or any of its political subdivisions is confidential and exempt from public access or disclosure.

FUNDING: Funding will be identified as orders are placed.

Accepted by: 
City Manager

Attest: 
City Clerk





Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Director
From: Scott Young, Fire Chief 
Re: Public Safety Building Fire Alarm System Replacement

Recommendation:

The Fire Department is requesting approval to purchase a new Fire Alarm System for the Public Safety Building. We will be utilizing the Johnson Control Sourcewell Contract #030421-TIS for this purchase. The cost of the system replacement will not exceed \$75,000.

Background:

The current system has been rendered inoperable due to damage sustained from last year's hurricanes, leaving the building without a fully functioning fire alert system. The absence of a properly working system poses significant safety concerns for personnel and the facility. A new system will ensure compliance with fire safety regulations and NFPA codes 9.6.1.2, 9.7.2.2, 9.7.2.2.1, enhance emergency preparedness, and protect the lives of those working in and visiting the building. Additionally, the current system cannot be fixed without replacing the fire control panel, which is a high-cost component.

Funding:

The cost will be funded from the repairs & maintenance account # 307-8603-522.63-00/ Project# SD0030.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: August 12, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Department Director 
Jeffrey Young, Chief of Police, Tarpon Springs Police Department
From: P.J. Harbert, Grant Project Specialist
Subject: Approve Florida Department of Law Enforcement (FDLE) Grant #JG012

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Law Enforcement for the Edward Byrne Justice Assistance Grant (JAG) in the amount of \$4,063.00 for the reimbursement of a tactical throwable camera for the Tarpon Springs Police Department.

Summary

Through the proposed agreement, the Florida Department of Law Enforcement (FDLE) agrees to partner with the City of Tarpon Springs to reimburse the Tarpon Springs Police Department for a tactical throwable camera through a pass-through grant from the United States Department of Justice. This is a full-cost reimbursement grant with no match from the City.

The agreement document is attached.

The City Attorney has reviewed this agreement.

**State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Tarpon Springs

Recipient SAM UEI: Q41BMMTPYN93

Award Number: JG012

Award Period: 07/01/2025 – 06/30/2026

Award Title: D-JG012 Tactical Camera

Federal Funds: \$4,063.00

Matching Funds: \$0.00

Total Funds: \$4,063.00

CFDA: 16.738

Federal Award Number: 15PBJA-24-GG-04224-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Tarpon Springs (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: JG012
Award Title: D-JG012 Tactical Camera
Award Period: 07/01/2025 – 06/30/2026

Florida Department of Law Enforcement Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Tarpon Springs

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

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

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: John Koulianos, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: JG012
Recipient: City of Tarpon Springs
Award Title: D-JG012 Tactical Camera
Award Period: 07/01/2025 - 06/30/2026

Problem Identification

The City of Tarpon Springs is in need of a tactical camera ball to utilize for situations that prove especially threatening, these incidents include low light conditions and barricaded subjects who refuse to comply with orders. The ball can be thrown into rooms and open areas that do not offer protection for officers. By purchasing the tactical camera ball, officers will gain a 360-degree view of an area allowing them to clear areas prior to entering a building, keeping officers safer especially while searching for dangerous suspects. The camera ball can be attached to a pole that extends beyond walls and doors to provide clear visuals ensuring maximized officer safety. Additionally, it has audio capability that will allow officers to hear and speak through the camera ball, this is an effective tool when dealing with a barricaded subject.

Although the City is in possession of one tactical camera ball, the department needs an additional ball to serve as backup in the event the primary ball is defective or damaged. It will also allow for the Department to utilize two tactical balls should a large-scale incident occur where additional security and intelligence are needed for officers' safety.

While this project is a priority, the City of Tarpon Springs does not currently have funding available in the general budget to purchase this equipment.

Scope of Work

The City of Tarpon Springs will use grant funds to purchase a camera ball. This will allow officers to maintain a safe position and reduce the chances of officer injury or death while searching unknown areas. By providing visual and audio intelligence during a high-risk situation, officers can also greatly reduce the need for use of force.

Appendix B - Deliverables

Award Number: JG012
Recipient: City of Tarpon Springs
Award Title: D-JG012 Tactical Camera
Award Period: 07/01/2025 - 06/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a tactical camera ball.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,063.00

Appendix C - Approved Budget

Award Number:	JG012		
Recipient:	City of Tarpon Springs		
Award Title:	D-JG012 Tactical Camera		
Award Period:	07/01/2025-06/30/2026		
Award Amount:	\$4,063.00	\$0.00	\$4,063.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Tactical Camera	1 Tactical Camera with one 1 year of cloud service at \$5500.00 each-only covering equipment cost with grant funds. (TSPD is only requesting the grant allocation of \$4063.00 for this purchase-icloud services to be covered by TSPD).	\$4,063.00	\$0.00	\$4,063.00
D. Equipment Subtotal:				\$4,063.00

Appendix D: Award Contacts

Award Number: JG012
Recipient: City of Tarpon Springs
Award Title: D-JG012 Tactical Camera
Award Period: 07/01/2025 - 06/30/2026

Recipient Grant Manager (GM)

Name: Paulette Harbert
Title: Grant Project Specialist
Address: 324 East Pine Street
Tarpon Springs, FL 34689
Phone: 3302070098
Email: pharbert@ctsfl.us

Recipient Chief Official (CO)

Name: John Koulianos
Title: Mayor
Address: 324 East Pine Street
Tarpon Springs, FL 34689
Phone: 7279383737
Email: jkoulianos@ctsfl.us

Recipient Chief Financial Officer (CFO)

Name: Ron Herring
Title: Finance Director
Address: 324 Pine Street
Tarpon Springs, FL
Phone: 7279425612
Email: rherring@ctsfl.us

Recipient Additional Point of Contact (POC)

Name: Jeffrey Young
Title: Chief of Police
Phone: 727-938-2849
Email: jyoung@tspd.us

Appendix E: Special Conditions

Award Number: JG012
Recipient: City of Tarpon Springs
Award Title: D-JG012 Tactical Camera
Award Period: 07/01/2025 - 06/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0105 At the time of application, the Recipient indicated items under their OCO threshold would be inventoried. Recipients who purchase equipment with federal funds are required to maintain a Capital Asset/Equipment Inventory as per §2 CFR 200.313(d)(1).
- S0047 The Recipient's accounting system does not appear to comply with the requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.302-308, specifically related to [tracking funds separately for each grant (200.302(b)(1); tracking expenditures by budget category (200.302(b)(5)); tracking match funds (200.306(b)(1)); providing detailed ledgers/registers (200.302(b)(3)); adequate budgetary controls (200.308(b))]. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0058 At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must provide a copy of their Utilization Report to the Office of Criminal Justice Grants at monitoring.
- W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0091 WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Recipient must submit a Single Audit Certification form for the fiscal year ending September 30, 2024 to the Office of Criminal Justice Grants.

Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. FDLE awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf> and
<https://files.floridados.gov/media/706718/gs2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or

pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within (60) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within (90) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.
- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding “Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards,” the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of

disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to FDLE for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the

project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by FDLE.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for FDLE approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to FDLE for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to FDLE, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the FDLE grant manager within thirty days of the change.
- 11.0 Death in Custody Reporting (JAG Program Only)** – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA>.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of

the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) The federal awarding agency that currently designates the recipient high risk, (2). The date the recipient was designated high risk, (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address), and (4) The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by FDLE during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/gsl-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that FDLE considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For**

PSN, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

8.0 Indirect Cost Rate - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise FDLE in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to FDLE upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term

“vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for FDLE review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with

mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by FDLE seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate

local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.**
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to FDLE for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the

establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

- 31.0** For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.
- 32.0** For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.
- 33.0** If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.
- 34.0** The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify FDLE promptly upon any change in its accreditation status.

- 35.0** For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its

method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

- 36.0** For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

- 1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
- 2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
- 3) The outcome of such referrals (if known as of the date of the report); and
- 4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: August 12, 2025

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Director

From: P.J. Harbert, Grant Project Specialist

Subject: Approve Amendment to Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSCC

Recommendation

Approval is recommended for the Mayor or his designee per City resolution to execute a Community Development Block Grant (CDBG) Program Subaward Subrecipient Agreement Amendment with Pinellas County for the purpose of extending the grant expiration date from 09/30/2025 to 12/31/2025. This funding is a pass-through grant from Pinellas County through the United States Department of Housing and Urban Development (HUD).

Summary

Through the original subrecipient agreement, Pinellas County agreed to partner with the City to fund the replacement of the outdoor LED sign at the Tarpon Springs Community Center and repaving of the Community Center parking lot. The City was awarded \$90,000 total for both projects through the CDBG funds.

The agreement document is attached.

The City Attorney has reviewed this document.

This instrument was prepared by:
Marcella Faucette, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT
WITH THE CITY OF TARPON SPRINGS
(Agreement No.: CD24TSCC)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT (hereinafter FIRST AMENDMENT), is made and entered into by and between **Pinellas County** (hereinafter COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **The City of Tarpon Springs** (hereinafter CITY), a Florida municipality, having its principal office at 324 Pine Street, Tarpon Springs, Florida 34689.

THIS FIRST AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD24TSCC (AGREEMENT)**, with CITY on October 23, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$90,000.00 (Ninety Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to CITY for facility improvements, as recorded in Official Records Book 22962, Pages 2607-2642 (hereinafter AGREEMENT); and

WHEREAS, the 2024-2025 Action Plan, approved by the Board in Resolution 24-46, identified funding be provided to CITY for facility rehabilitation including repaving the parking lot and replacing the facility's sign at the CITY'S Community Center, located at 400 South Walton Avenue, Tarpon Springs, FL 34689 (hereinafter PROJECT); and

WHEREAS, due to unforeseen delays in obtaining project materials and in the permitting process during the commencement of the rehabilitation project, the CITY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2025; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date three (3) months to **December 31, 2025**, to allow time for PROJECT completion; and

WHEREAS, as a result of the extension of the term of the AGREEMENT for the PROJECT, the restricted period of the land use restriction will be extended three (3) months to **January 1, 2033**; and

WHEREAS, the Federal Award Date in Section 5. Specific Grant Information is being updated in this Amendment to include the actual Federal Award Date, which was not known at the time the AGREEMENT was executed.

NOW, THEREFORE, in consideration of the promises and mutual covenants, contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

Article 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Article 2. Amended Terms and Conditions. The terms and conditions of the AGREEMENT are hereby amended and restated as follows:

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This Agreement shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the term herein, shall continue in full force and effect until **December 31, 2025**, or until COUNTY’S full and complete disbursement of funding to CITY, whichever comes first. CITY may use funds provided herein to cover eligible PROJECT expenses incurred by the CITY between **October 1, 2024, and December 31, 2025**.

Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in section 7. Reversion of Assets; Land Use Restrictions, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in section 7. Reversion of Assets; Land Use Restrictions.

5. SPECIFIC GRANT INFORMATION

(d)	Federal Award Date	09/19/2024
(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 12/31/2025

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- 1) **Restricted Period:** Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **January 1, 2033** (RESTRICTED PERIOD).

Article 3. Terms and Conditions. Except as otherwise stated herein, the terms and conditions of the Agreement shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

Signed, sealed, and delivered in the presence of:

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

By: _____

Name: Barry A. Burton

Title: County Administrator

Address: 315 Court Street
Clearwater, FL 33756

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2025**, by **Barry A. Burton, County Administrator, Pinellas County**, a political subdivision of the State of Florida, who is () personally known to me or () who has produced ____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

CITY: City of Tarpon Springs, a Florida Municipality

By: _____

Name: _____, Mayor

Address: 324 Pine Street
Tarpon Springs, FL 34689

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2025**, by _____, **Mayor of City of Tarpon Springs**, a Florida Municipality, on behalf of the City, who is () personally known to me or () who has produced ____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260001-C-PH, Purchase of Computer Aided Dispatch (CAD) System/Automated Report Management System (ARMS) Services, and Crime Scene and Fingerprint Agreement (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260001-C-PH, Computer Aided Dispatch (CAD) System/Automated Report Management System (ARMS) services, and crime scene and fingerprint agreement to Pinellas County Sheriff's Office (PCSO), effective October 1, 2025 through September 30, 2026, in a total estimated amount not to exceed \$180,000, for the Police Department (PD). This amount includes a 10% contingency for unforeseen additional services. Purchase Orders will only be issued against approved budgets.

Background

The purpose of this contract is to provide PD with ongoing and as needed CAD/ARMS services, and crime scene and fingerprint agreement, which are essential to PD's daily operations. Staff deemed the offered pricing from PCSO to be fair and reasonable based on historic pricing paid by the City (see attached memo). Pursuant to Florida State Statutes, chapter 287.057; paragraph (e) 12., Contractual services and commodities are not subject to the competitive-solicitation requirements for services or commodities provided by governmental entities.

Funding

FY 2026 - Police Department; general fund account

Strategic Plan Objective

N/A



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Honorable Mayor and Board of Commissioners

From: Jeffrey P Young, Chief of Police *JY*

Date: July 24, 2025

Ref: Approve combined CAD/RMS, Crime Scene and Fingerprint agreement with the Pinellas County Sheriff's Office (10/1/25 through 09/30/26) and approved additional expenditures with Pinellas County Sheriff's Office.

Copies: City Manager, City Attorney, City Clerk, File

The Police Department has funding for the following essential services from the Pinellas County Sheriff's Office in the fiscal year 2026 Police budget:

- Computer Aided Dispatch (CAD) maintenance:
This is the main computer system/software that our communications division utilizes for police operations.
- ISP Connection Costs:
This provides 50MB service of internet and secondary internet to link our department to Pinellas County Sheriff's Office. This provides connectivity for the records management system.
- Augmented Criminal Investigative Support System (ACISS):
This is the main computer system/software that our department uses for police records, intelligence led policing (ILP), and other databases. Also, a component of ACISS is the police report "call in system" known as (ARMS).
- Traffic Crash Reporting System (TraCS):** no charge for this system **



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

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TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

TraCS is an automated traffic accident program that we utilize for reporting all traffic accidents within the city to the Florida Department of Highway Safety and Motor Vehicles.

▪ Latent Print Services:

The Police Department utilizes these essential services for developing and analyzing fingerprints submitted from crime scenes.

▪ Automated Report Management System (A.R.M.S.) :

- A.R.M.S. is the report writing call in system that is a part of our CAD/RMS system with the Sheriff's Department. This system is a part of the Sheriff's CAD/RMS contract that the City Commission approved.

▪ Pinellas Juvenile Assessment Center Fees:

These fees (paid by other municipalities also) help support the P.J.A.C. center, which is where police agencies bring in custody juveniles.

▪ Forensic Services:

The Police Department utilizes these essential services for major crime scenes.

▪ Intoxilizer Testing Services:

The Sheriff's Office provides intoxilizer services for our department when our intoxilizer instrument is unavailable or an officer uses the Sheriff's Office Central Breath test location.

▪ Range Fees:

The Sheriff's Office allows us to use/rent the range for training.



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TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

The above services are essential to the Police Department and are provided to us at a reasonable cost with full support from the Sheriff's Office. The FY 2026 Police budget has funds appropriated to cover the costs of the services covered in the agreement before you.

The approximate cost for all the services provided is \$163,000. Attached to the agreement is a spreadsheet that has a detailed breakdown of the costs associated with this agreement. Please note that charges for Forensic services, Automated Report Management System (ARMS), Pinellas Juvenile Assessment Center Fees, Range Fees and Intoxilizer service are billed when the services are rendered, and charges are reflected on the spreadsheet as TBD. The estimated annual cost for Forensic services is \$20,500, Automated Report Management System (ARMS) is \$38,400 and Pinellas Juvenile Assessment Center Fees, Range Fees and Intoxilizer service are \$13,000.

I am respectfully asking that the City Commission approve this agreement so we can continue these essential services beginning on October 1, 2025.

***Contingent on the approval of the contract before you and the approval of the FY26 budget, I am requesting that the Board also approve the expenditure of the funds to pay for all services related to the Pinellas County Sheriff's Office.

Note:

The City Attorney has reviewed this agreement and approves its content.

The total FY 2026 contract charges are 4.7% more than the total FY 2025 contract charges.

Source of Funding for the above services:

FY 2026 Police Department general fund budget.



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Attachment 1

PINELLAS COUNTY SHERIFF'S OFFICE
Ancillary Contract Costs
City of Tarpon Springs
FY26

Computer Aided Dispatch (CAD):**Notes:**

55	Inform Mobile/ESRI Mapping Mobile Licenses	\$	277.20	per license	=	\$	15,246.00	Ongoing Annual Maintenance
3	Inform CAD Workstations	\$	3,591.00	per station	=	\$	10,773.00	Ongoing Annual Maintenance
1	Inform CAD Citrix Server	\$	578.81	per license	=	\$	578.81	Ongoing Annual Maintenance for Software required to remote access to CAD

ISP Connection Costs:

2	Spectrum 50MB Service *	\$	10,200.00	annual fee	=	\$	20,400.00	Back-up connection/ongoing annual cost \$1700 per month, for (2) locations (SAB & TSPD) three year contract
2	CenturyLink 50 MB Service *	\$	14,652.90	annual fee	=	\$	29,305.80	Secondary internet provider/ongoing annual cost \$2442.15 per month, for (2) locations (SAB & TSPD) three year contract
							<u>\$ 76,303.61</u>	Sub-Total

ACISS/Records Management System:

10	ACISS Licenses	\$	568.02	per license	=	\$	5,680.20	Ongoing Annual Maintenance
TBD	ARMS Reports (billed monthly)	\$	5.50	per report	=		TBD	No charge if Officers complete their own reports

Forensic Science Services: (as requested, billed monthly)

TBD	Forensic Specialist per Hour	\$	59.00	per hour	=		TBD	Charged by the hour for Forensic Specialist(s)
TBD	Forensic Supervisor per Hour	\$	76.58	per hour	=		TBD	Charged by the hour for Forensic Supervisor(s)
TBD	Forensic Overhead Cost per Hour	\$	9.37	per hour	=		TBD	For Forensics Imaging Tech Support & Supplies

Latent Print Services:

70	Latent Print Cases	\$	120.40	per case	=	<u>\$</u>	<u>8,428.00</u>	70 cases in the FY25 Contract FY24 Actual Workload = 11 Cases
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TOTAL COST:

<u>\$</u>	<u>90,411.81</u>	Total Due October 1st ARMS and Forensics billed monthly
\$	86,324.83	FY25 Contract Total
	4.7%	Percent increase (decrease)

* These costs are determined by the carrier. PCSO will notify you if there is an unanticipated increase.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF")

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit the CITY to have full access to all the features available in the SHERIFF'S CAD system; and

WHEREAS, the CAD system is capable of handling the volume of calls that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the SHERIFF currently has available and utilizes a computer-based system for taking, recording, and collating police reports known as the Augmented Criminal Investigative Support System (ACISS); and

WHEREAS, this computer-based system allows for the preparation of police reports using the system, making retrieval of and statistical information related to such reports readily available to law enforcement personnel; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit CITY officers to utilize the computer based ACISS program; and

WHEREAS, the ACISS system is capable of handling the volume of reports that are anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services; and

WHEREAS, the CITY desires to contract with the SHERIFF for assistance in examining latent fingerprints derived from crime scenes within the CITY and from suspects and victims of crimes occurring within the municipal limits of the CITY; and

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

A. COMPUTER AIDED DISPATCH (CAD)

1. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to input, and dispatch calls for service relating to law enforcement matters, as well as provide data communication with police laptop computers; said system is staffed twenty-four (24) hours per day, seven (7) days per week. This system is operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to allow the CITY to utilize the SHERIFF'S CAD system to input and dispatch calls and generate records for the CITY police department. The CITY agrees that it will provide resilient and redundant internet service provider connections with a 50MB Bright House/Spectrum connection as the primary provider and a 50MB CenturyLink connection as the secondary, back-up provider. The CITY further agrees that it shall permit authorized personnel timely and reasonable access to install, deliver, operate, maintain, and remove the service and equipment to include Brighthouse/Spectrum Networks, CenturyLink, and Pinellas County Sheriff's Office network equipment. In addition, the CITY agrees to provide the aforementioned entities with floor space, rack space, other space as required, and clean power as is reasonably necessary for the installation and operation of equipment located at the CITY police department.
2. The SHERIFF shall be responsible for the maintenance, upgrades, and repairs to the SHERIFF'S CAD system.
3. The SHERIFF shall notify the CITY of any changes or upgrades necessary in the communication equipment owned by the CITY, to ensure that the CITY continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the CITY.
4. The SHERIFF agrees that such notice to the CITY shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

5. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.
6. All communication equipment needed, such as but not limited to, laptop computers, to provide communication between the CAD system and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.
7. Equipment purchased by the CITY for use by its police personnel, such as laptop computers shall remain the property of and be maintained by the CITY. The parties agree that the hardware, software and licenses which provide for access and use of the SHERIFF'S CAD system by the CITY, and for which hardware and licenses the CITY pays the SHERIFF, as specified in Attachment 1 and herein incorporated, will belong to the SHERIFF and as such remain the SHERIFF'S property in the event this Agreement is cancelled for any reason or not renewed.
8. The SHERIFF agrees to provide the technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY's hardware and software will be the responsibility of the CITY to address.
9. The CITY shall pay to the SHERIFF the sum of SEVENTY-SIX THOUSAND THREE HUNDRED THREE DOLLARS AND SIXTY-ONE CENTS (\$76,303.61), which provides payment for the annual maintenance fees for fifty-five (55) mobile licenses, three (3) CAD workstation licenses, the annual maintenance fee for the Citrix software, and the ongoing monthly ISP connection fees for Bright House/Spectrum and CenturyLink (See Attachment 1).
10. Should the CITY determine a need to add additional units to its fleet which are CAD accessible, the CITY shall be responsible for all associated costs at that time.

B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)

1. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for its police department for sharing records management software in order to

maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the CITY'S police department will have access to and may utilize the SHERIFF'S Automated Records Management System (ARMS) Unit staff for completion of police reports. In making the Automated Records Management System available to the CITY'S police department, the SHERIFF will enable and permit police department officers to call in to the SHERIFF'S OFFICE all police reports as the police department may deem necessary and appropriate. ARMS Unit staff who generate these reports shall be continuously available to the CITY'S police department except at such times as the SHERIFF'S computer system is unavailable due to routine maintenance, upgrading, data back-up operations, or malfunction.

2. The CITY police department may elect for its officers to enter and generate all or a portion of their own police reports, in which case the CITY agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Unit staff.
3. The SHERIFF shall host the ACISS system and provide a point of network connectivity for the CITY police department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS and shall be responsible for performing Windows updates on a regular and ongoing basis.
4. The City's police department is able to link to the Sheriff's Office network through the connection established through Bright House/Spectrum and CenturyLink as referenced in the above section, which provides a communication link to the Sheriff's Office public safety campus at 10750 Ulmerton Road, Largo, Florida. As network technology continues to evolve, typically with improved "throughput" and reduced cost, the system for network connectivity may be changed upon agreement by both parties. The network described herein shall provide connectivity for the records management

system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units, the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

5. The SHERIFF originally provided CITY police officers and other police personnel with training in the use of the ACISS system, including utilization of the ARMS Unit staff for the creation of police reports by the officers. The parties agreed that the goal in training CITY officers in the use of ACISS was to develop expertise on the part of one or more officers to the extent they would become more responsible for training new officers who are employed by the CITY in the future, and as such, the CITY is now responsible for said training. At such time as the parties agree that the CITY's police officers may begin completing their own police reports using ACISS, additional training at no cost shall be provided by the SHERIFF. All training shall take place at times mutually agreed upon by the parties. As with the use of ACISS, the goal of said training for officers to produce their own reports will be to develop expertise so that the training of new officers who are employed by the CITY in the future will be the responsibility of the CITY.
6. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the SHERIFF in the applicable police reports. At such time as the CITY police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.
7. The SHERIFF, through appropriate staff, will review each report it prepares for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the accuracy and completeness of information contained therein. The CITY police department will also be responsible for ensuring that all police reports supporting documents are entered into ACISS.¹ Further, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required

by law.

8. The SHERIFF will provide to the Florida Department of Law Enforcement (FDLE), reports reflecting crime statistics for all UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The SHERIFF will provide the data to the CITY on a monthly basis to review and make recommended updates to reports based on the Florida Incident-Based Reporting System (FIBRS) reporting requirements. The FIBRS-related updates need to be made by the CITY no later than the 12th of each month. If the updates are not made by the 12th of the month, the data will be submitted to FDLE by the 15th of the month “as is.” The CITY has elected to be designated as a Full Contract CITY in FDLE’s FIBRS records, which allows the SHERIFF to submit and verify the CITY’S UCR data to FDLE.
9. The SHERIFF also agrees that the CITY'S police department may utilize the property and evidence tracking component of ACISS in order to document items it collects and receives, as well as document chain of custody of said items. While the SHERIFF has provided assistance in configuring ACISS in order that the police department's items can be tracked separate and apart from that of the Sheriff’s Office, the parties agree that the SHERIFF is in no way responsible or liable for the CITY police department's usage of ACISS for this purpose, and the CITY alone is solely responsible for the accuracy of all entries and any errors that may occur. The CITY will likewise be solely responsible for all items of property and evidence it receives and processes, stores and as appropriate, disposes of in accordance with state law and any applicable court orders.
10. The CITY shall pay to the SHERIFF the sum of FIVE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND TWENTY CENTS (\$5,680.20), which provides payment for the annual maintenance fees for ten (10) ACISS licenses (See Attachment 1).

¹There are several options for accomplishing supporting document entry into ACISS; these have been defined by the SHERIFF and included in the ACISS training.

C. TRAFFIC CRASH REPORTING SYSTEM

1. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the CITY police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use.
2. It will be the responsibility of the CITY police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set by Florida Statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines. The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access.
3. The SHERIFF originally provided the CITY'S police department training in the utilization of TraCS in conjunction with the initial ACISS training. The parties agreed that the goal in training CITY officers in the use of TraCS was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the CITY in the future, as such the CITY is now responsible for said training.

D. FORENSIC SCIENCE SERVICES

1. The SHERIFF will provide the CITY crime scene services for high priority calls to be determined by the CITY and SHERIFF. Said services shall include the documenting, photographing, and processing of said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the CITY but will be facilitated by the SHERIFF.
2. The parties agree that the term "high priority call" as used herein shall be defined as an incident, event or offense that requires a report or offense number be made, recorded or taken by a member of the CITY'S police department for documentation purposes and which requires some action by the SHERIFF'S Forensic Science Specialists.
3. The SHERIFF shall document the time spent by Sheriff's Office personnel performing duties associated with each crime scene processed for the CITY

and calculate the costs of crime scene processing based upon these personnel costs, other additional costs incurred for support personnel, and related operating costs. The CITY shall be billed on a monthly basis with payment due within thirty (30) calendar days of receipt of the invoice. See Attachment 1.

E. LATENT PRINT SERVICES

1. The SHERIFF shall provide to the CITY latent print examination and analysis services for those prints the CITY elects to submit to the SHERIFF.
2. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.
3. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.
4. Said Examiners shall be on duty to perform fingerprint examinations for the CITY eight (8) hours per day, five (5) days per week and shall as a part of their duties:
 - a. Examine fingerprints provided by the CITY to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints in a premise or on an object.
 - b. Evaluate the quality of latent fingerprints provided by the CITY.
 - c. Compare the latent fingerprints of suspects provided by the CITY.
 - d. Appropriately document those latent fingerprints provided by the CITY that cannot be positively identified.
 - e. Prepare and provide to the CITY reports on all latent fingerprint identifications performed.
 - f. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.
5. In those instances where the CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary available personnel to perform the work.
6. The CITY shall provide one individual, to be designated by the CITY, who shall act as a liaison with the Examiners provided for herein. Said liaison shall:
 - a. Be a member of the CITY'S police department.
 - b. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
 - c. Be responsible for the proper execution and delivery to the SHERIFF of

correctly executed latent fingerprint request forms.

- d. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
 - e. Serve as the SHERIFF'S contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.
7. The CITY shall pay to the SHERIFF the sum of EIGHT THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$8,428.00) for the latent fingerprint services to be rendered pursuant to this Agreement, which reflects payment for seventy (70) latent print cases at a cost of ONE HUNDRED TWENTY DOLLARS AND FORTY CENTS (\$120.40) per case. Should the CITY'S number of cases exceed the seventy (70) cases covered by this Agreement, it agrees to pay the ONE HUNDRED TWENTY DOLLARS AND FORTY CENTS (\$120.40) per each additional case. If the CITY uses less than the seventy (70) cases anticipated, the funds for the number of cases paid for above the number of actual cases processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year has been determined.

F. PUBLIC RECORDS REQUESTS.

The Pinellas County Sheriff's Office is a public agency subject to Chapter 119, Florida Statutes. Section 119.0701, Florida Statutes (2017) requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of the Sheriff. To the extent this statute is applicable to this contract, the requirements are:

- a. Keep and maintain public records required by the CITY in order to perform the service;
- b. Upon request from the CITY'S custodian of public records, provide the CITY 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 this chapter or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SHERIFF does not transfer the records to the public agency;

- d. Upon completion of the contract, transfer at no cost to the CITY all public records required by the CITY to perform the service. If the SHERIFF transfers all public records to the CITY upon completion of the contract, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the SHERIFF keeps and maintains public records, upon completion of the contract, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the SHERIFF has questions regarding the application of Chapter 119, Florida Statutes, to the SHERIFF'S duty to provide public records relating to this contract, contact the custodian of public records at:

CITY OF TARPON SPRINGS
ATTENTION: CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
ijacobs@ctsfl.us

The failure of the SHERIFF to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement.

G. TERM OF THE AGREEMENT

This Agreement shall take effect on October 1, 2025, and remain in effect through September 30, 2026, unless either party terminates this Agreement as provided below.

H. TERMINATION

Either party may terminate this Agreement without cause or further liability to the other upon written notice to the other given thirty (30) days prior to the requested termination date. Upon such termination, the SHERIFF shall send an invoice to the CITY for any police reports prepared by the SHERIFF for which billing has not yet been made.

I. TOTAL COMPENSATION

The CITY agrees to pay the SHERIFF the sum of NINETY THOUSAND FOUR

HUNDRED ELEVEN DOLLARS AND EIGHTY-ONE CENTS (\$90,411.81). This sum is due and payable on October 1, 2025 and provides payment for access to the SHERIFF'S computer-aided dispatch, ACISS, and latent print services (See Attachment 1).

In addition to the above sum, the cost for police reports, including incident reports, offense reports, supplemental reports, and the like, is FIVE DOLLARS AND FIFTY CENTS (\$5.50) per report generated by ARMS Unit staff. Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt. A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PSCO Supporting Documents" template must be used in order to result in no charge.

As indicated in Section D. above, the CITY will be billed for forensics services when and if the services are utilized, on a monthly basis, payable upon receipt.

J. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons for the CITY and SHERIFF respectively:

FOR THE CITY :

Jeffrey Young, Chief
444 South Huey Avenue
Tarpon Springs, FL 34689-1575

FOR THE SHERIFF:

Alyson Henry, Major
P. O. Drawer 2500
Largo, FL 33779-2500

K. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

L. MODIFICATION

This Agreement may be modified or amended only by a document in writing and signed by the parties hereto.

M. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____ 2025.

CITY OF TARPON SPRINGS, FLORIDA

Mayor

City Manager

Reviewed and Approved:

Attest:

City Attorney

City Clerk

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

Attachment 1

PINELLAS COUNTY SHERIFF'S OFFICE
Ancillary Contract Costs
City of Tarpon Springs
FY26

Computer Aided Dispatch (CAD):**Notes:**

55	Inform Mobile/ESRI Mapping Mobile Licenses	\$	277.20	per license	=	\$	15,246.00	Ongoing Annual Maintenance
3	Inform CAD Workstations	\$	3,591.00	per station	=	\$	10,773.00	Ongoing Annual Maintenance
1	Inform CAD Citrix Server	\$	578.81	per license	=	\$	578.81	Ongoing Annual Maintenance for Software required to remote access to CAD

ISP Connection Costs:

2	Spectrum 50MB Service *	\$	10,200.00	annual fee	=	\$	20,400.00	Back-up connection/ongoing annual cost \$1700 per month, for (2) locations (SAB & TSPD) three year contract
2	CenturyLink 50 MB Service *	\$	14,652.90	annual fee	=	\$	29,305.80	Secondary internet provider/ongoing annual cost \$2442.15 per month, for (2) locations (SAB & TSPD) three year contract
							<u>\$ 76,303.61</u>	Sub-Total

ACISS/Records Management System:

10	ACISS Licenses	\$	568.02	per license	=	\$	5,680.20	Ongoing Annual Maintenance
TBD	ARMS Reports (billed monthly)	\$	5.50	per report	=		TBD	No charge if Officers complete their own reports

Forensic Science Services: (as requested, billed monthly)

TBD	Forensic Specialist per Hour	\$	59.00	per hour	=		TBD	Charged by the hour for Forensic Specialist(s)
TBD	Forensic Supervisor per Hour	\$	76.58	per hour	=		TBD	Charged by the hour for Forensic Supervisor(s)
TBD	Forensic Overhead Cost per Hour	\$	9.37	per hour	=		TBD	For Forensics Imaging Tech Support & Supplies

Latent Print Services:

70	Latent Print Cases	\$	120.40	per case	=	<u>\$</u>	<u>8,428.00</u>	70 cases in the FY25 Contract
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TOTAL COST:

\$ 90,411.81 Total Due October 1st
ARMS and Forensics billed monthly

\$ 86,324.83 FY25 Contract Total
4.7% Percent increase (decrease)

* These costs are determined by the carrier. PCSO will notify you if there is an unanticipated increase.



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Approval to Increase File No. 250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise **(Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Janina Lewis Procurement Services Director)**

Recommendation

Increase File No. 250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise to Acushnet Company from \$24,000 to \$34,000, an increase of \$10,000, through November 25, 2025, for the City of Tarpon Springs Golf Course.

Background

On November 26, 2024, administrative approval was obtained in the amount of \$24,000 to Acushnet Company for resale merchandise. The purpose of this contract is to furnish and deliver resale merchandise for the City's Golf Shop. Acushnet Company is the single source provider for Foot Joy golf shoes, gloves, and Titleist golf balls, which the Golf Course keeps in stock for resale at its Golf Shop. This is a revenue-generating contract for the City (see attached memo).

Funding

Funding is available in FY25 budget; account no. 407-4902-572-5206 – Golf Course

Strategic Plan Objective

N/A



Tommy Kiger
Public Services Director

Public Services Department

Memorandum

Date: July 23, 2025
To: Janina Lewis, Procurement Services Director
Through: Tommy Kiger, Public Services Director
Jamie Taylor, Recreation Superintendent JT
From: Howard Hunt, Golf Course Manager
Subject: Increase File #250024-N-PH. Acushnet Company

Recommendation

The Golf Course requests an increase to File #250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise, with Acushnet Company by \$10,000.00, from \$24,000 to \$34,000, effective through 11/25/2025.

Background

Acushnet Company supplies the golf shop with Titleist Balls and Foot Joy Shoes and Gloves, as well as other miscellaneous merchandise. They are our biggest vendor for the golf shop. Because of the increased rounds, sales in the golf shop of these merchandise items have increased dramatically and we have reached our limit for fiscal year 24/25. Approval of this additional authorization will allow the golf shop to maintain sufficient merchandise stock through the remaining contract term. This is a revenue generating contract for the City.

Funding

Funds have been budgeted in the Operating Supplies fund, Golf Course account 407-4902-572-5206.

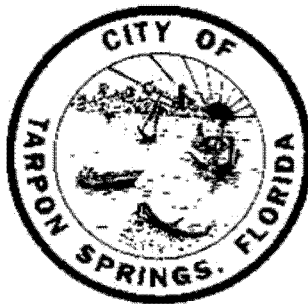
PURCHASE ORDER

11/26/24

ORDER DATE

CITY OF TARPON SPRINGS

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34689



250209

No.

ACUSHNET COMPANY
P.O. BOX 830334
PHILADELPHIA, PA 19182-0334

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250024-N-PH

23189

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - FOOT JOY/TITLEIST RESALE MERCHANDISE EFFECTIVE DATE: 11/26/24 EXPIRATION DATE: 11/25/25 NOT TO EXCEED: 22000.00 REMARKS: In Accordance with File No. 250024-N-PH, Administratively Approved 11/26/2024. Total Award Amt. \$24,000 Commodity Code: 805 054			

BILLING INSTRUCTIONS:

1. Our Purchase Order Number MUST appear on all Packages, Invoices, etc.
2. Your Invoice must state list price, price to city and terms. - Provide 2 (two) copies.
3. Unless otherwise stated, all prices are delivered F.O.B., Tarpon Springs, Florida.
4. See Purchase Order Terms and Conditions on the reverse hereof.
5. Mail Original Invoice to:

Tax Exemption No. 85-8012621696C-2
Federal ID No. 59-6000437

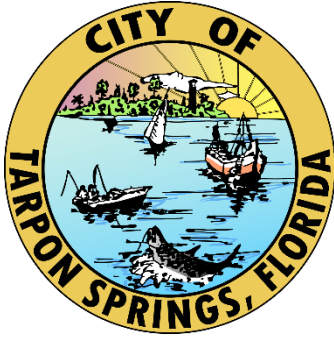
FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

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CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 11/26/2024
SUBJECT: Administrative Approval to Award File No. 250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise

RECOMMENDATION:

Award File No. 250024-N-PH, Single Source Purchase of Golf Shop Resale Merchandise to Acushnet Company for a one (1) year period from the date of award, in an estimated amount not to exceed \$24,000, for the City of Tarpon Springs Golf Course.

BACKGROUND:

The purpose of this contract is to furnish and deliver resale merchandise for the City's Golf Shop. Acushnet Company is the single source provider for Foot Joy golf shoes, gloves, and Titleist golf balls, which the Golf Course keeps in stock for resale at its Golf Shop. This is a revenue generating contract for the City.

Funding is available in FY25 budget; account no. 407-4902-572-5206 – Golf Course

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 11/26/2024



Public Services Department

Memorandum

Date: October 15, 2024

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director
Howard Hunt, Golf Course Manager

(TK)

From: Howard Hunt, Golf Course Manager

Subject: Single Source Request for ReSale Merchandise

Recommendation

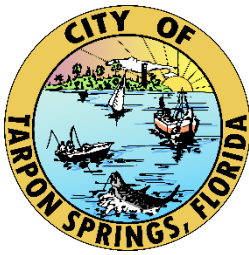
The Golf Course requests a single source purchase requisition to Acushnet in the amount of \$24,000.00 for resale merchandise in the golf shop.

Background

Acushnet Company sells Foot Joy golf shoes and gloves which are specific golf merchandise items that no other company offers. We stock these items in our golf shop for resale to our customers.

Funding

Funds have been budgeted in the Operating Supplies fund, Golf Course account 407-4902-572-5206.



Public Works Department Office of the Director

To: Mayor and Board of Commissioners

From: Bob Robertson, Interim Public Works Director

Date: August 12, 2025

Subject: Special Event – City of Tarpon Springs Recreation Department
“Trick or Treat Halloween Bash” at the Sports Complex
October 18, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the Tarpon Springs Recreation Departments’ Trick or Treat Halloween Bash October 18, 2025, at the Sports Complex.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based in previous years.

The event will begin at 10:00 am and go until 1:00p.m. This is an event that will be held at the Sports Complex, Food and beverages will be sold.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor’s application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 7/24/25

Name of Event: Trick or Treat Halloween Bash

Date(s) of Event: Saturday, October 18th, 2025

Alternate Date(s): None

Hours of Event: 10am-1pm

Set up/break down time needed: 7 am to 2 pm

Type/Purpose of Event: A family event celebrating Halloween.

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Spring Sports Complex

If Closure of City Parking is needed, please check street:

Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: None, Free event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 15-20 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Sports Complex Parking lot

Approximate Number of Attendees: 500 Entrance Fee: \$ FREE

Location for Attendee Parking: Sports Complex Parking lot

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 9:30am-1pm Band: ☐ DJ: ☒ or

Other: _____

Type & Location of Toilet Facilities: Sports Complex Bathrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: TSRD will throw in dumpster at the park

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air Fun Games

Types of Rides: Obstacle Courses and Slides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division, or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: Football field, concession stand & storage units

Public Restrooms: ☒ Hours of Opening/Closing: TSRD will open

Street Banners: ☐ Location: _____

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ 6 Trash Cans and 4 Recycle Bins

Directional Parking Signs: ☐ Locations: _____

Other: **Table and Chair Trailer, Please spray field for ants before event.**

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached:

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

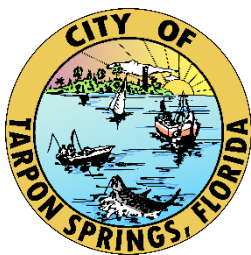
Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: on file

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Ashley Harter
Signature of Applicant

7/24/25
Date



Public Works Department Office of the Director

To: Mayor and Board of Commissioners

From: Bob Robertson, Interim Public Works Director

Date: August 12, 2025

Subject: Special Event – City of Tarpon Springs Recreation Department
Back to School Bash & Eco fest
September 13, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "Back to School Bash & Eco fest" on Saturday, September 13, 2025, at the Splash Park grassy field area.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The hours of the event will be from 10:00 a.m. to 1:00 p.m. This is a family-friendly event to celebrate the start of the new school year and will teach ways to be environmentally friendly.

There will be music, games, waterslides and food trucks. All set-up and clean-up will be the event sponsors' responsibility.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor's application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 7/15/25

Name of Event: Back to School Splash and Ecofest

Date(s) of Event: Saturday, September 13, 2025

Alternate Date(s): None

Hours of Event: 10am-1pm

Set up/break down time needed: 7am to 2pm

Type/Purpose of Event: A family event celebrating the start of a new school year. The EcoFest will teach participants ways to be environmentally friendly.

Location of Event (include map for parade/procession routes with assembly and disband points): Splash Park Field

If Closure of City Parking is needed, please check street:

Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: None, Free event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☐ or City Department ☒

Organizations Address: 400 S Walton Ave. Tarpon Springs, FL 34689

Individual to Contact: Ashley Harter

(Telephone #) 727-942-5628 (email) aharter@ctsfl.us

Alternative Contact: Jamie Taylor

(Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 15-20 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): Splash Park Parking lot

Approximate Number of Attendees: 500 Entrance Fee: \$ FREE

Location for Attendee Parking: Splash Park Parking lot

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☒ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 9:45am-1pm Band: ☐ DJ: ☒ or

Other: _____

Type & Location of Toilet Facilities: Splash Park Bathrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: Tent weights

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: TSRD will throw in dumpster at the splash park

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☒ No ☐ Name of Company Providing Rides: Air Fun Games

Types of Rides: Waterslides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division, or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: At the Blue shade structure

Public Restrooms: ☒ Hours of Opening/Closing: 7am open time

Street Banners: ☐ Location: _____

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ 6 Trash Cans and 4 Recycle Bins

Directional Parking Signs: ☐ Locations: _____

Other: **Table and Chair Trailer, Please spray field for ants before event.**

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached:

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: on file

I (we) agree that it is my (our) responsibility to clean up after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Ashley Harter
Signature of Applicant

7/15/25
Date

UNICE SALZMAN, P.A.
ATTORNEYS AT LAW
1815 Little Road, 2nd Floor
Trinity, Florida 34655
727-723-3772
Tax I.D No. 59-3664875

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs FL 34689

Attn: Charles Rudd

City of Tarpon Springs/General

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		<u>Description</u>	<u>Hours</u>	
07/01/2025	AJS	Prepare for and attend office hours; Review correspondence from Anela Saday; Review and analysis of Water Meters & Equipment and Hernando contract; Prepare e-mail to Anela Saday; Telephone conference with Vice-Mayor Eisner regarding meeting.	3.50	787.50
07/02/2025	AJS	Conference with Vice-Mayor regarding Boards; Review correspondence from Anela Saday; Review and analysis of Force Main documents; Prepare e-mail to Anela Saday; Review correspondence from Anela Saday; Review and analysis of Roofing estimates; Prepare e-mail to Anela Saday; Review correspondence from Anela Saday; Review and analysis of Effluent Acute Water Rebid documents; Prepare e-mail to Anela Saday; Review correspondence from City Clerk regarding Charter Review; Prepare e-mail to Attorney Hillard; Prepare e-mail to City Manager regarding Patsalides.	2.40	540.00
	AJS	Review correspondence from and prepare an email to Deputy City Clerk regarding Utility lien; Conference with City Manager regarding Structure.	0.40	90.00
07/03/2025	AJS	Conference with City Clerk's office regarding Boards; Review correspondence from and telephone conference with Vice-Mayor Eisner regarding Boards; Review correspondence from Anela Saday; Review and analysis of Utility Billing Bid documents; Prepare e-mail to Anela Saday; Review correspondence from Bob Robertson; Review and analysis of Settlement documents regarding Versa Court; Prepare e-mail to Bob Robertson; Review correspondence from City Clerk regarding Rules of Procedure; Review correspondence from Tabitha Adkins; Review documentation; Prepare e-mail to Tabitha Adkins regarding James.	4.80	1,080.00
07/07/2025	AJS	Review correspondence from Commissioner Banther; Analysis of Issue; Prepare e-mail to Commissioner Banther; Review correspondence from Janina Lewis; Analysis of Bid documents regarding Jitney Garage; Prepare e-mail to Janina Lewis.	3.80	855.00
07/08/2025	AJS	Prepare for and attend office hours; Conference with City Clerk regarding Agenda; Prepare Opinion letter regarding Master Equipment Agreement; Review Human Trafficking Affidavit; Prepare e-mail to Dana Maykish		

			Hours	
		regarding Affidavit; Review correspondence regarding workers' compensation claim.	6.20	1,395.00
	AJS	Prepare for and attend meeting regarding Equipment Lease/Purchase; Prepare for and attend Board Meeting.	3.50	787.50
07/09/2025	AJS	Review correspondence from Lynn Goldstein regarding litigation; Review correspondence from Attorney Aungst regarding Planning & Zoning; Review documentation; Conference with City Clerk regarding several issues; Review correspondence from Chief Young; Review and analysis of Child Abduction Response Team Agreement; Prepare e-mail to Chief Young.	2.40	540.00
07/10/2025	AJS	Attend meeting with City Clerk and Deputy City Clerk; Prepare for and attend Code Enforcement Board Meeting.	2.20	495.00
07/11/2025	AJS	Review correspondence from Renea Vincent regarding Zoning matter; Review correspondence from Karen Lemmons; Analysis of Issues; Telephone conference with Karen Lemmons regarding CRA; Review Public Records Request; Review File regarding response; Review correspondence from Amber Ware regarding Master Equipment; Review correspondence from Silva Webster regarding Public Records.	2.80	630.00
07/14/2025	AJS	Review correspondence from Silva Webster regarding Public Records; Review correspondence from Patty Hall; Review and analysis of Fire Alarm Panel documents; Prepare e-mail to Patty Hall.	0.80	180.00
07/15/2025	AJS	Prepare for and attend Office Hours; Review correspondence from Bob Robertson; Prepare e-mail to Bob Robertson regarding Versa Court; Prepare Settlement Agreement and Release regarding Mihalakis; Prepare e-mail to Ron Harring.	2.40	540.00
07/16/2025	AJS	Review correspondence from Janina Lewis; Review and analysis of External Auditor Bid Documents; Prepare e-mail to Janina Lewis; Review correspondence from Patty Hall; Review and analysis of documents regarding Repair of Godwin Pumps; Review correspondence from Patty Hall; Review and analysis of documents regarding Guardian Fueling Technologies; Review correspondence from Patty Hall; Review and analysis of Cummins documents; Prepare e-mail to Patty Hall; Review correspondence from and prepare email to Bob Robertson regarding Versa Court.	4.70	1,057.50
07/17/2025	AJS	Review correspondence from Patty Hall; Review and analysis regarding Vactor and Elgin; Prepare e-mail to Patty Hall; Review correspondence from PJ Harbert; Review and analysis of HVF documents; Prepare e-mail to PJ Harbert; Review and analysis of mental health documents; Prepare e-mail to Patty Hall.	1.10	247.50
	AJS	Review correspondence from Patty Hall; Review and analysis of Police Vessel Bid documents; Prepare e-mail to Patty Hall; Review correspondence from Janina Lewis; Review and analysis of documents; Prepare e-mail to Janina Lewis regarding Construction contracts; Review correspondence from Janina Lewis; Review and analysis of Addendum to Seawall Project; Prepare e-mail to Janina Lewis.	2.90	652.50

			Hours	
	AJS	Telephone conference with City Clerk and Deputy City Clerk regarding several issues.	0.60	135.00
07/18/2025	AJS	Prepare correspondence to Attorney Kouskoutis regarding Timm Group; Review correspondence from Patty Hall; Review and analyze Central Square documents; Prepare e-mail to Patty Hall; Review correspondence from Anela Saday; Review and analyze additional documents regarding leak detection contract; Prepare e-mail to Anela Saday; Review correspondence from Anela Saday; Review and analyze Bermal Water Control documents; Prepare e-mail to Anela Saday; Review correspondence Janince Lewis; Review and analyze ladder truck purchase documents; Prepare e-mail to Janince Lewis; Conference with City Clerk.	3.30	742.50
	AJS	Conference with Patty Hall; Review and analyze Microsoft licensing documents; Prepare e-mail Patty Hall; Draft Hold Harmless and Indemnification Agreement for use of right of way; Prepare e-mail to Bob Robertson; Review and analyze correspondence regarding agreement.	2.20	495.00
	AJS	Review correspondence from Patty Hall; Review and analyze Power DMS documents; Prepare e-mail to Patty Hall; Prepare e-mail to Patty Hall; Review correspondence from Patty Hall; Review and analyze Ammunition documents; Prepare e-mail to Patty Hall; Conference with Patty Hall; Conference with Vice Mayor regarding several issues.	1.30	292.50
07/21/2025	AJS	Conference with Vice Mayor regarding several issues; Prepare for and attend Planning and Zoning Meeting.	3.20	720.00
07/22/2025	AJS	Attend office hours. Review Urban Forestry Plan; Prepare e-mail to PJ Habert; Review correspondence from resident; Telephone conference with Vice Mayor Eisner regarding residency issue; Review and analyze Workers' Compensation claim.	4.70	1,057.50
	AJS	Prepare for and attend Commission Meeting.	3.50	787.50
07/23/2025	AJS	Review Court Order; Draft Response to Request for Return of Property; Conference with Vice Mayor Eisner regarding Public Record; Review correspondence from Jordan Van Loo regarding Urban Forest; Review correspondence form Attorney Aungst Jr. regarding planning and zoning.	1.70	382.50
	AJS	Legal research regarding referendum issue.	1.20	270.00
07/24/2025	AJS	Review correspondence from Patty Hall; Review and analysis of CAD Agreement and contract; Prepare e-mail to Patty Hall; Review correspondence from and prepare an email to Chief Jeff Young regarding Agreements; Review correspondence from Janina Lewis regarding executing Agreement; Prepare e-mail to Janina Lewis regarding construction agreement; Legal research regarding Referendum issue; Review correspondence from workers' compensation claim.	2.60	585.00
07/25/2025	AJS	Review correspondence from PJ Harbert; Review and analysis of FDLE Grant Agreement; Prepare e-mail to PJ Harbert.	1.20	270.00
07/28/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Park Mobile Agreement; Prepare e-mail to Patty Hall; Review Accident Report; Review		

City of Tarpon Springs

City of Tarpon Springs/General

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			Hours	
		correspondence from new Counsel for Timm Group.	1.90	427.50
07/29/2025	AJS	Attend office hours; Conference with Commissioner DiDonato regarding several issues; Review correspondence from City Clerk; Review correspondence from Deputy City Clerk; Review correspondence from Mr. Caruthers regarding Agreement; Review correspondence from Tom Kiger regarding infrastructure map.	4.00	900.00
07/30/2025	AJS	Telephone conference with Commissioner Koulias; Review correspondence from PJ Harbert; Review and analysis of Resolution; Prepare e-mail to PJ Harbert; Review correspondence from Deputy City Clerk and Tom Kiger.	1.20	270.00
07/31/2025	AJS	Telephone conference with Mayor Koulianos, (2x); Legal research and analysis of Rose Cemetery.	2.40	540.00
		For Current Services Rendered	78.90	17,752.50
		Total Current Work		17,752.50
		Balance Due		<u>\$17,752.50</u>



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260002-C-PH, Motorola Radio Equipment and Maintenance (**Scott Young Fire Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260002-C-PH, Motorola Radio Equipment and Maintenance, utilizing the State of Florida Alternate Contract Source No. 43190000-22-NASPO-ACS with Motorola Solutions, Inc. (Motorola) in an estimated annual amount of \$150,000 for the period of October 1, 2025 through December 31, 2026 for the Police and Fire Departments.

Background

The purpose of this contract is to provide ongoing maintenance, replacement parts, batteries and other related expenses for the Police and Fire Department Motorola radios (see attached memos). The Florida Alternate Contract Source No. 43190000-22-NASPO-ACS is effective through December 31, 2026. The purpose of this contract is to provide the City with a reliable communications network for its first responders. The consolidation of services and equipment to a single annual contract is reflected in the requested not to exceed amount. Purchase orders will only be issued against approved budgets.

Funding

FD: Repairs & Maintenance 001-1102-522.46-00
Equipment/Operating Supplies 001-1102-522.52-00
PD: Repairs & Maintenance 001-1002-521.46-00
Equipment/Operating Supplies 001-1002-521.52-00

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Date: August 4, 2025
Re: Motorola Solutions, Inc.

Recommendation

Authorize a contract for radio and pager (Motorola) equipment, maintenance, and repair to Motorola Solutions, Inc., utilizing the State of Florida Alternate Contract Source No. 43190000-22-NASPO-ACS, not to exceed the amount of \$35,000.00, effective October 1, 2025, through December 31, 2026.

Background

Both the Police and Fire Department use pagers and radios daily. It is imperative that an equipment and maintenance agreement is in place to maintain the equipment to keep lines of communication between the County 911 System and our crews in the field.

Funding

Repairs & Maintenance_001-1102-522.46-00

Equipment/Operating Supplies_001-1102-522.52-00



TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Jeffrey P. Young, Chief of Police

Date: August 6, 2025

Ref: Motorola Corporation for Police radios, supplies and maintenance contract renewal through 12/31/2026

The Police Department participates in the Countywide Police and Fire Radio System, which is provided and serviced exclusively by Motorola Solutions, Inc. Motorola Solutions is the sole authorized provider qualified to maintain Motorola radio equipment for Government and Public Safety agencies within Pinellas County.

For FY26, the Police Department has budgeted funds for ongoing maintenance, replacement parts, batteries, and other related expenses necessary to ensure continuous operation of our state-of-the-art radio system.

Accordingly, the Police Department requests approval for an expenditure to Motorola Solutions, Inc. in an amount not to exceed \$115,000. This funding will cover the renewal of our existing radio system maintenance contract through December 31, 2026.

Funding for this will come from the following accounts:

001-1002-521.46-00

001-1002-521.52-00



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3153385
Contract Number: USC000151197
Contract Modifier: R02-JUN-25 04:03:02

Date:06/04/2025

Company Name: TARPON SPRINGS FIRE RESCUE

Attn:

Billing Address: 444 HUEY AVE

City, State, Zip: TARPON SPRINGS , FL, 34689

Customer Contact: Melissa Sellers

Phone: 727-938-373

Required P.O. :

PO # :

Customer # :1011384609

Bill to Tag # :

Contract Start Date :01-Oct-2025

Contract End Date :31-Dec-2026

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	LSV00S00052A	LOCAL DEVICE COMBO SVC	\$1,429.13	\$10,692.15
Subtotal - Recurring Services			\$3,564.05	\$10,692.15
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$3,564.05	\$10,692.15
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Marie John

Customer Support Manager

07/28/2025

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3153385
Contract Number: USC000151197
Contract Modifier: R02-JUN-25 04:03:02

Marie John	689-777-1760
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : TARPON SPRINGS FIRE RESCUE
Contract Number : USC000151197
Contract Modifier : R02-JUN-25 04:03:02
Contract Start Date : 01-Oct-2025
Contract End Date : 31-Dec-2026

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3153385
Contract Number: USC000151197
Contract Modifier: R02-JUN-25 04:03:02

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3153385
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5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

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Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.



SERVICE AGREEMENT

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Quote Number : QUOTE-3153385
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17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

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Quote Number : QUOTE-3153385
Contract Number: USC000151197
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

MOTOROLA SOLUTIONS

July 16, 2025

Tarpon Springs Fire Dept.
Attn: Cf Scott Young
444 South Huey Avenue
Tarpon Springs, FL 34689

RE: Annual Maintenance Contract Breakdown

Oct. 1, 2025

3 ea. FSA4000 stations at \$75.83 ea/mth = \$227.49 X 15 months = \$3,412.35
3 ea. APX4000XE portables at \$10.36 ea/mth = \$31.08 X 15 months = \$466.20
21 ea. APX6500 mobiles at \$10.36 each/mth = \$217.56 X 15 months = \$3,263.40
9 ea. MP70 modems at \$17.52 ea/mth = \$157.68 X 15 months = \$2,365.20

Oct. 1. 2025 ** Supplemental Warranty**

20 ea. APX Next Portables at \$3.95 each/mth = \$79.00 X 15 months = \$1,185.00

Annual Total = \$10,692.15

SERVICE AGREEMENT
INVENTORY ADJUSTMENT FORM
ATTACHMENT: B

Motorola

Solutions, Inc.
MSC-St Pete CL234

3195 Tech Drive North
St. Petersburg, FL 33716

(727) 571-1110

(727) 571-1102

Customer #

Customer Name

Attention

Billing Address

City

State

SA Number

USC000151197

TARPON SPRINGS FIRE RESCUE

ZIP

Add Del	QTY	MODEL NUMBER	SERIAL NUMBER	DESCRIPTION	UNIT#	PRICE	DATE
	1	F7548	085SMY00N0	FSA4000	STA.69		
			205CMT1617	XTS2500 PORTABLE	VOICE		
			205CMV1464	XTS2500 PORTABLE	DATA		
	1	F7548	085SPA006V	FSA4000	STA.70		
			205CNZ3332	XTS2500 PORTABLE	VOICE		
			205CNM0167	XTS2500 PORTABLE	DATA		
	1	F7548	085SQN01PR	FSA4000	STA.71		
			205CQM1070	XTS2500 PORTABLE	VOICE		
			205CPB0378	XTS2500 PORTABLE	DATA		
	3	H51UCF9PW6AN	426CRM2291	APX4000XE PORT	SWAT-1		
			426CRM2292		SWAT-2		
			426CRM2293		SWAT-3		
	6	TT3457A	N684230058011035	MP70 MODEM	TS200		
			N684450244011035		P70		
			N684520076011035		P69		
			N692810024011038		D69		
			N60014021801B139		DC69		
			N60014001601B139		ME69		
	3	TT3457A	N60206709001B139	MP70 MODEM	T70		
			N60223001501B139		E71		
			N60223015101B139		S69		

INVENTORY TAKEN BY: _____ DATE _____ PAGE **1** OF _____

SERVICE AGREEMENT
INVENTORY ADJUSTMENT FORM
ATTACHMENT: B

Motorola

Solutions, Inc.
MSC-St Pete CL234

3195 Tech Drive North
St. Petersburg, FL 33716

TELE (727) 571-1110
FAX (727) 571-1102

Customer # _____ SA Number **USC000151197**
Customer Name **TARPON SPRINGS FIRE RESCUE**
Attention _____
Billing Address _____
City _____
State _____ ZIP _____

Add Del	QTY	MODEL NUMBER	SERIAL NUMBER	DESCRIPTION	UNIT#	PRICE	DATE
	17	M25URS9PW1AN	527CRM2121	APX6500 MOBILE	5567-RESERVE		
			527CRM2122		ME69-1077		
			527CRM2123		6042-RESERVE		
			527CRM2124		6004		
			527CRM2125		6004		
			527CRM2126		BOAT-FB71		
			527CRM2127		UT70-6574		
			527CRM2128		TS400-0562		
			527CRM2129		SPARE		
			527CRM2130		T70/0960		
			527CRM2131		6403-IMPALA		
			527CRM2132		TS300/6281		
			527CRM2133		SPARE		
			527CRM2134		UT69/6055		
			527CRM2135		E71/0550		
			527CRM2136		T100-0306		
			527CRM2137		S69-6593		
	3	M25URS9PW1AN	527CSX1312	APX6500 MOBILE	D69 PRIMARY-1056		
			527CSX1313		D69 RPTR CONV-1056		
			527CSX1314		D69 RPTR TRUNKD-1056		
	1	M25URS9PW1AN	527CUX4485	APX6500 MOBILE	TS200-913		

INVENTORY TAKEN BY: _____ DATE _____ PAGE **2** OF _____

Motorola

TELE (727) 571-1110
FAX (727) 571-1102

Customer #	SA Number	USC000151197
Customer Name	TARPON SPRINGS FIRE RESCUE	
Attention		
Billing Address		
City		
State	ZIP	

[illegible]

INVENTORY TAKEN BY: _____ DATE _____ PAGE 3 OF _____



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

Date:07/16/2025

Company Name: TARPON SPRINGS POLICE DEPT, CITY OF

Attn:

Billing Address: 5330 US HWY 27 S

City, State, Zip: SEBRING , FL, 33870

Customer Contact: Raquel Hull

Phone: 727-938-2840

Required P.O. :

PO # :

Customer # :1011853828

Bill to Tag # :

Contract Start Date :01-Sep-2025

Contract End Date :31-Dec-2026

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$998.56	\$7,983.01
Subtotal - Recurring Services			\$1,995.75	\$7,983.01
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$1,995.75	\$7,983.01
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

Marie John

689-777-1760

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : TARPON SPRINGS POLICE DEPT, CITY OF
Contract Number : USC000006063
Contract Modifier : R03-MAY-25 05:08:11
Contract Start Date : 01-Sep-2025
Contract End Date : 31-Dec-2026

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Chicago, IL. 60661
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Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

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Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-3207667
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17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3207667
Contract Number: USC000006063
Contract Modifier: R03-MAY-25 05:08:11

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS**

**For
Public Safety Communications Products, Services, and Solutions**

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions**

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES



J. Todd Inman, Secretary

3/8/2022

Date:



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250223-C-PH, Holiday Lighting Display (**Bob Robertson Interim Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250223-C-PH, Holiday Lighting Display, utilizing the City of St. Pete Beach contract with Christmas Designers Florida, dba Holiday Outdoor Décor, effective August 12, 2025 through August 11, 2029 (through the holiday season) in an estimated annual amount of \$86,729.93 for the Public Works Department – Facilities Management Division.

Background

On November 4, 2024, the City of St. Pete Beach awarded a contract for Holiday Lighting Display to Christmas Designers Florida dba Holiday Outdoor Décor. This contract is effective for a three-year period through August 11, 2027, and has a one (1) two-year renewal option. The contract with The City of St. Pete Beach has been awarded by virtue of a public competitive process and is made available for use by other local governments.

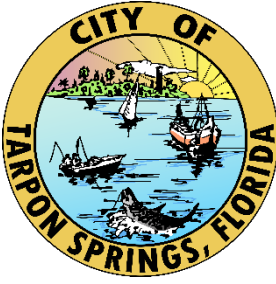
The purpose of this contract is to furnish and install holiday displays and then remove the displays after the holiday season. This contract will allow the City to continue using Holiday Outdoor Décor for the holiday lighting display (see attached memo).

Funding

Account # 001-1203-539.4400 / Public Works, Bldg & Grounds

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS, FL

Public
Works Department

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

To: Janina Lewis, Procurement Services Director

Through: Bob Robertson, Interim Public Works Director

From: Brandon Crum, Facility Management Superintendent

Date: August 6th, 2025

Subject: Award File No. 250223-C-PH utilizing City of St. Petersburg Beach
contract for December Holiday Decorations

Recommendation:

It is recommended that the City award File No. 250223-C-PH utilizing City of St. Petersburg Beach contract for December Holiday Decorations in the amount of \$86,729.93 per year for the length of the contract, starting August 12th, 2025 and ending August 11, 2029 (through the holiday season).

Background:

This contract will allow the City to continue using Holiday Outdoor Décor for the holiday lighting displays. The terms of the contract will continue to provide the City with the current lighting display and four Christmas trees setup throughout the City. This involves the leasing of the equipment, along with the installation and removal of all equipment. This agreement is not to surpass the 2029 holiday season, or exceed the amount of \$86,729.96 per year.

Funding:

Funding will be under account 001-1203-539.4400



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Remit to	Christmas Designers Florida c/o Holiday Outdoor Decor PO Box 4365 Bethlehem, PA 18018	Created Date	8/5/2025
		Quote Number	00021498
Bill To Name	Amber Thompson	Ship To Name	Amber Thompson
Bill To	TARPON SPRINGS 325 EAST PINE STREET P.O. BOX 5004 Tarpon Springs, Florida 34689 United States	Ship To	TARPON SPRINGS 325 EAST PINE STREET P.O. BOX 5004 TARPON SPRINGS, Florida 34689 United States
PO	Waiting for PO		
Comments	3-Year Lease Contract 2025-2027, extension for 2028 and 2029	Subtotal	\$86,729.93
			<i>Not including Sales Tax</i>

Deposit due within 30 days

If Approved, **Sign here**
or reply to the email stating "Proposal Approved".

**We will not be able to schedule your project before receiving
your down-payment - our schedule fills up fast, don't wait!**

Product Line Description	Line Item Description	Price	Quantity	Total Price
4 1/2' X 8' PALM TREE W/PACKAGE, 62 C9 Lamps LED	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
8' STOCKING, Unlit, 4 bar bracket	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
Handsome Toy Soldier. Measures 4.5'x8'. With 62 C-9 Lamps. Weighs 38lbs. LED	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$42.00	24.00	\$1,008.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$42.00	12.00	\$504.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$125.00	6.00	\$750.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$125.00	6.00	\$750.00
24" Red Glitter Bow, 4 Loop with Bracket	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$0.00	12.00	\$0.00



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24" Gold Glitter Bow, 4 Loop with Bracket	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$0.00	12.00	\$0.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	50' GREEN POLE TRIM TO BE SPIRALED UP INTERSECTION MAST ARMS	\$49.25	14.00	\$689.50
SANTA EXPRESS TRAIN W/GARLAND, 22' x 6.5', 570 C7 Lamps LED	CRAIG PARK	\$2,635.00	1.00	\$2,635.00
Panel Tree 14' C7 MULTI LED	ON THE CORNER OF SPRING BLVD (CRAIG PARK TREE)- 17' TOTAL INCLUDES 3' STAR, MULTI COLORED LED BULBS AND TRADITIONAL ORNAMENTS	\$3,350.00	1.00	\$3,350.00
3D Nativity Star Tree Topper, 64 C-7 lamps LED	CORNER OF SPRING BLVD TREE	\$0.00	1.00	\$0.00
BOW ACCU 18" W/WIRE GOLD TRIM	BOWS PLACED ON TREE IN CRAIG PARK	\$0.00	10.00	\$0.00
Self Standing Holiday Package 4' x 4', 92 C-7 Lamps LED	CRAIG PARK	\$238.00	1.00	\$238.00
PHOTO OP ORNAMENT 12.5 X 9.5 LED	CRAIG PARK- NEXT TO PLAYGROUND AND TENNIS COURT	\$2,495.00	1.00	\$2,495.00
2' SNOWFLAKE NO RISER COOL WHITE LED	CRAIG PARK	\$106.00	2.00	\$212.00
3' SNOWFLAKE NO RISER COOL WHITE LED	CRAIG PARK	\$190.00	3.00	\$570.00
Elf Holding Packages. Measures 8.5'x9.5'. With 239 C-7 Lamps. Weighs 34lbs. LED	CRAIG PARK	\$561.00	1.00	\$561.00
4' PACKAGE NO RISER MULTI LED	CRAIG PARK	\$195.00	2.00	\$390.00
3' STAR 3' RISER BLUE LED	CRAIG PARK	\$119.00	2.00	\$238.00
Wrapped Candy 2' X 5' 75 C7 Lamps 17 lbs. LED	CRAIG PARK	\$195.00	1.00	\$195.00
Elf Feeding Reindeer from pail Display. Measures 10' x 7'. 362 C-7 Lamps LED	CRAIG PARK	\$977.50	1.00	\$977.50
Self Standing Holiday Package 4' x 4', 92 C-7 Lamps LED	CRAIG PARK	\$238.00	1.00	\$238.00
The Sno-Man of our Snow Family. Measures 4'x7'. With 128 C-7 Lamps. Weighs 25lbs. LED	CRAIG PARK	\$314.50	1.00	\$314.50
10 Ball Stack 24" Fire Red	CRAIG PARK	\$3,198.00	1.00	\$3,198.00
	SPONGE DOCKS/ MARINA AREA 22' TOTAL HEIGHT PANEL TREE			



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Panel Tree 18' C7 MULTI LED	INCLUDES 4' STAR, MULTI COLORED LED LIGHTS AND TRADITIONAL ORNAMENTS	\$5,695.00	1.00	\$5,695.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED	SPONGE DOCKS/ MARINA TREE	\$0.00	1.00	\$0.00
4 BALL STACK 24" FIRE RED		\$2,720.00	1.00	\$2,720.00
5' Z-TREE LED	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
6' PALM TREE W/PACKAGE LED	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
5.5' POLE MOUNT CANDLE	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
Panel Tree 18' C7 MULTI LED	MOTHER MARES (TARPON AVE) TREE PLACED OVER THE URN AR MOTHER MERES PARKING LOT AREA	\$5,695.00	1.00	\$5,695.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED	MOTHER MARES TREE	\$0.00	1.00	\$0.00
36" LIGHT GOLD FIBERGLASS ORNAMENT	MOTHER MERES (TARPON AVE)	\$531.25	1.00	\$531.25
Oversized Fiberglass Solid C7 Bulb. Measures 24 x 71.	MOTHER MERES (TARPON AVE)	\$637.00	1.00	\$637.00
24" Falling Snow Tubes - Animated - Cool White-Minleon	CRAIG PARK 18 LARGE OAK TREES LED MIX OF 24"/ 36"DRIP TUBE LIGHTS IN OAK CANOPIES THAT FACE THE BAYOU MOST VISIBLE ON TARPON AVE *addtl 6 from last year extend further down pathway- 18 TOTAL - SEE TREE MAP	\$34.28	283.00	\$9,701.24
36" Falling Snow Tubes - Animated - Cool White-Minleon	CRAIG PARK 18 LARGE OAK TREES LED MIX OF 24"/ 36"DRIP TUBE LIGHTS IN OAK CANOPIES THAT FACE THE BAYOU MOST VISIBLE ON TARPON AVE *addtl 6 from last year extend further down pathway- 18 TOTAL - SEE TREE MAP	\$34.28	244.00	\$8,364.32
Bear Decorating Tree, Animated 23' x 21' 1045 C7 Lamps LED		\$8,146.17	1.00	\$8,146.17
6' HAPPY HOLIDAYS SIGN, 10 x 8.5, 340 Red C7 Lamps LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #1	\$720.00	1.00	\$720.00
Graceful Ice Dancer Couple. Measures 8'x5.5'. With 243 C-7 Lamps. Weighs 61lbs. LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #2	\$829.50	1.00	\$829.50
ELF W/ WREATH 7' X 8' LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #3	\$575.20	1.00	\$575.20
GINGERBREAD BOY 3 X 5 LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #4	\$210.00	1.00	\$210.00
Jumping Ice Skater Character , 5.5'x6.5', 155 C-7 Lamps, 32lbs LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #5	\$561.75	1.00	\$561.75



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Penguin with Top Hat 7'Hx4'W - Silhouette 124 C7 Lamps LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #6	\$500.00	1.00	\$500.00
Celestial Arch. Measures 8'x11'. With 75 C-7 Lamps. Weighs 33lbs. LED	NEW ITEM - SEE MAP - ARCHES ARE WHITE LINES ON THE MAP - TO BE SPACED 10FT APART	\$204.00	10.00	\$2,040.00
14' Panel Tree, 8' Base, 435 C-7 Lamps - LED	MULTI COLORED LIGHTS AND 4FT STAR AND TRADITIONAL ORNAMENTS - INSTALLED AT DORSETT PARK (515 E HARRISON ST TARPON SPRINGS FL) THE CORNER OF E HARRISON ST AND LEVIS	\$6,630.00	1.00	\$6,630.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED	DORSETT PARK TREE	\$0.00	1.00	\$0.00

Contract terms - Commencing August 15th to December 15th

TARPON SPRINGS - 2025 LEASE

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.

Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.

Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -

<https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf>

General Terms and Conditions - <https://holidayoutdoordecor.com/terms-conditions/>



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Remit to	Christmas Designers Florida c/o Holiday Outdoor Decor PO Box 4365 Bethlehem, PA 18018	Created Date	8/5/2025
		Quote Number	00024000
Bill To Name	Amber Thompson	Ship To Name	Amber Thompson
Bill To	TARPON SPRINGS 325 EAST PINE STREET P.O. BOX 5004 Tarpon Springs, Florida 34689 United States	Ship To	TARPON SPRINGS 325 EAST PINE STREET P.O. BOX 5004 TARPON SPRINGS, Florida 34689 United States
Comments	2028-2029 Lease Extension from the 2025-2027 3-year Lease Contract	Subtotal	\$86,729.93
		Not including Sales Tax	

Deposit due within 30 days

If Approved, **Sign here**
or reply to the email stating "Proposal Approved".

**We will not be able to schedule your project before receiving
your down-payment - our schedule fills up fast, don't wait!**

Product Line Description	Line Item Description	Price	Quantity	Total Price
4 1/2' X 8' PALM TREE W/PACKAGE, 62 C9 Lamps LED	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
8' STOCKING, Unlit, 4 bar bracket	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
Handsome Toy Soldier. Measures 4.5'x8'. With 62 C-9 Lamps. Weighs 38lbs. LED	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$200.00	12.00	\$2,400.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$42.00	24.00	\$1,008.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	INSTALL 10 ON E TARPON AVE FROM RING TO PINELLAS AVE (ALT19) -26 ON PINELLAS AVE (ALT19) FROM MERES BLVD TO DODECANESE BLVD	\$42.00	12.00	\$504.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$125.00	6.00	\$750.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$125.00	6.00	\$750.00
24" Red Glitter Bow, 4 Loop with Bracket	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS- INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$0.00	12.00	\$0.00
24" Gold Glitter Bow, 4 Loop	RED / GREEN POLE TRIM WITH (2) 24" RED/ GOLD GLITTER BOWS-			



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with Bracket	INSTALL W TARPON AVE FROM ALT 19 TO SPRING BLVD	\$0.00	12.00	\$0.00
9" Green PVC/Metallic - 25' - No Lighting Wiring	50' GREEN POLE TRIM TO BE SPIRALED UP INTERSECTION MAST ARMS	\$49.25	14.00	\$689.50
SANTA EXPRESS TRAIN W/GARLAND, 22' x 6.5', 570 C7 Lamps LED	CRAIG PARK	\$2,635.00	1.00	\$2,635.00
Panel Tree 14' C7 MULTI LED	ON THE CORNER OF SPRING BLVD (CRAIG PARK TREE)- 17' TOTAL INCLUDES 3' STAR, MULTI COLORED LED BULBS AND TRADITIONAL ORNAMENTS	\$3,350.00	1.00	\$3,350.00
3D Nativity Star Tree Topper, 64 C-7 lamps LED	CORNER OF SPRING BLVD TREE	\$0.00	1.00	\$0.00
BOW ACCU 18" W/WIRE GOLD TRIM	BOWS PLACED ON TREE IN CRAIG PARK	\$0.00	10.00	\$0.00
Self Standing Holiday Package 4' x 4', 92 C-7 Lamps LED	CRAIG PARK	\$238.00	1.00	\$238.00
PHOTO OP ORNAMENT 12.5 X 9.5 LED	CRAIG PARK- NEXT TO PLAYGROUND AND TENNIS COURT	\$2,495.00	1.00	\$2,495.00
2' SNOWFLAKE NO RISER COOL WHITE LED	CRAIG PARK	\$106.00	2.00	\$212.00
3' SNOWFLAKE NO RISER COOL WHITE LED	CRAIG PARK	\$190.00	3.00	\$570.00
Elf Holding Packages. Measures 8.5'x9.5'. With 239 C-7 Lamps. Weighs 34lbs. LED	CRAIG PARK	\$561.00	1.00	\$561.00
4' PACKAGE NO RISER MULTI LED	CRAIG PARK	\$195.00	2.00	\$390.00
3' STAR 3' RISER BLUE LED	CRAIG PARK	\$119.00	2.00	\$238.00
Wrapped Candy 2' X 5' 75 C7 Lamps 17 lbs. LED	CRAIG PARK	\$195.00	1.00	\$195.00
Elf Feeding Reindeer from pail Display. Measures 10' x 7'. 362 C-7 Lamps LED	CRAIG PARK	\$977.50	1.00	\$977.50
Self Standing Holiday Package 4' x 4', 92 C-7 Lamps LED	CRAIG PARK	\$238.00	1.00	\$238.00
The Sno-Man of our Snow Family. Measures 4'x7'. With 128 C-7 Lamps. Weighs 25lbs. LED	CRAIG PARK	\$314.50	1.00	\$314.50
10 Ball Stack 24" Fire Red	CRAIG PARK	\$3,198.00	1.00	\$3,198.00
Panel Tree 18' C7 MULTI	SPONGE DOCKS/ MARINA AREA 22' TOTAL HEIGHT PANEL TREE INCLUDES 4' STAR, MULTI COLORED LED LIGHTS AND TRADITIONAL	\$5,695.00	1.00	\$5,695.00



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LED	ORNAMENTS			
3D Nativity Star Tree Topper, 112 C-7 lamps LED	SPONGE DOCKS/ MARINA TREE	\$0.00	1.00	\$0.00
4 BALL STACK 24" FIRE RED		\$2,720.00	1.00	\$2,720.00
5' Z-TREE LED	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
6' PALM TREE W/PACKAGE LED	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
5.5' POLE MOUNT CANDLE	35 SMALL LAMP POLE DECORATIONS PLACED ON DODECANESE BLVD	\$185.00	12.00	\$2,220.00
Panel Tree 18' C7 MULTI LED	MOTHER MARES (TARPON AVE) TREE PLACED OVER THE URN AR MOTHER MERES PARKING LOT AREA	\$5,695.00	1.00	\$5,695.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED	MOTHER MARES TREE	\$0.00	1.00	\$0.00
36" LIGHT GOLD FIBERGLASS ORNAMENT	MOTHER MERES (TARPON AVE)	\$531.25	1.00	\$531.25
Oversized Fiberglass Solid C7 Bulb. Measures 24 x 71.	MOTHER MERES (TARPON AVE)	\$637.00	1.00	\$637.00
24" Falling Snow Tubes - Animated - Cool White- Minleon	CRAIG PARK 18 LARGE OAK TREES LED MIX OF 24"/ 36"DRIP TUBE LIGHTS IN OAK CANOPIES THAT FACE THE BAYOU MOST VISIBLE ON TARPON AVE *addtl 6 from last year extend further down pathway- 18 TOTAL - SEE TREE MAP	\$34.28	283.00	\$9,701.24
36" Falling Snow Tubes - Animated - Cool White- Minleon	CRAIG PARK 18 LARGE OAK TREES LED MIX OF 24"/ 36"DRIP TUBE LIGHTS IN OAK CANOPIES THAT FACE THE BAYOU MOST VISIBLE ON TARPON AVE *addtl 6 from last year extend further down pathway- 18 TOTAL - SEE TREE MAP	\$34.28	244.00	\$8,364.32
Bear Decorating Tree, Animated 23' x 21' 1045 C7 Lamps LED		\$8,146.17	1.00	\$8,146.17
6' HAPPY HOLIDAYS SIGN, 10 x 8.5, 340 Red C7 Lamps LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #1	\$720.00	1.00	\$720.00
Graceful Ice Dancer Couple. Measures 8'x5.5'. With 243 C-7 Lamps. Weighs 61lbs. LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #2	\$829.50	1.00	\$829.50
ELF W/ WREATH 7' X 8' LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #3	\$575.20	1.00	\$575.20
GINGERBREAD BOY 3 X 5 LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #4	\$210.00	1.00	\$210.00
Jumping Ice Skater Character , 5.5'x6.5', 155 C-7 Lamps, 32lbs LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #5	\$561.75	1.00	\$561.75
Penguin with Top Hat 7'Hx4'W				



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- Silhouette 124 C7 Lamps LED	NEW ITEM - SEE PLACEMENT MAP - ITEM #6	\$500.00	1.00	\$500.00
Celestial Arch. Measures 8'x11'. With 75 C-7 Lamps. Weighs 33lbs. LED	NEW ITEM - SEE MAP - ARCHES ARE WHITE LINES ON THE MAP - TO BE SPACED 10FT APART	\$204.00	10.00	\$2,040.00
14' Panel Tree, 8' Base, 435 C-7 Lamps - LED	MULTI COLORED LIGHTS AND 4FT STAR AND TRADITIONAL ORNAMENTS - INSTALLED AT DORSETT PARK (515 E HARRISON ST TARPON SPRINGS FL) THE CORNER OF E HARRISON ST AND LEVIS	\$6,630.00	1.00	\$6,630.00
3D Nativity Star Tree Topper, 112 C-7 lamps LED	DORSETT PARK TREE	\$0.00	1.00	\$0.00

Contract terms - Commencing August 15th to December 15th

TARPON SPRINGS - 2028-2029 LEASE

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.

Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.

Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -

<https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf>

General Terms and Conditions - <https://holidayoutdoordecor.com/terms-conditions/>

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

December Holiday Decorations

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Christmas Designers Florida (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its **11/04/2024** public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Contractor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095.

Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$76,621.00.
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract

will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

5. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
6. Remedies.
 - a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
 - b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
7. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.
8. Warranties.
 - a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
 - c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.
9. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.
10. Term. This Agreement will remain in effect for a period of (3) three years with (2) one year extensions from the Effective Date.
11. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.
12. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.
13. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.
14. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.
15. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.
16. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance

of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence

during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

18. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

19. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

21. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Request for Bid (Exhibit "B")
- c. Vendor Proposal (Exhibit C)

22. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Christmas Designers Florida
3124 NW 16th Terrace
Pompano Beach, FL 33064

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

jcampbell@christmasdesigners-fl.com

With Copy To:

cityattorney@stpetebeach.org

23. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

24. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

25. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

26. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

27. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

28. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: Joe Campbell

By: Joe Campbell

Its: Director of Sales

Date: 4/30/2024

Signature: Frances M Robustelli

By: Frances Robustelli

Its: City Manager

Date: 11/4/2024

Type text here

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ralf Brookes

~~Andrew Dickman~~ Ralf Brookes
City Attorney

ATTEST:

Amber LaRowe
Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Signature: Ralf Brookes
Ralf Brookes (Nov 5, 2024 14:34 EST)
Email: rbrookes@voselaw.com

Christmas Designers Florida_December Holiday Decorations1

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	Ariana Wilson (awilson@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMVhB2W_P7BVnhlatp9OSv6EPM6_M35c

"Christmas Designers Florida_December Holiday Decorations1" History

-  Document created by Ariana Wilson (awilson@stpetebeach.org)
2024-11-05 - 4:44:52 PM GMT
-  Document emailed to rbrookes@voselaw.com for signature
2024-11-05 - 4:45:24 PM GMT
-  Email viewed by rbrookes@voselaw.com
2024-11-05 - 7:33:31 PM GMT
-  Signer rbrookes@voselaw.com entered name at signing as Ralf Brookes
2024-11-05 - 7:34:28 PM GMT
-  Document e-signed by Ralf Brookes (rbrookes@voselaw.com)
Signature Date: 2024-11-05 - 7:34:30 PM GMT - Time Source: server
-  Agreement completed.
2024-11-05 - 7:34:30 PM GMT



City of St Pete Beach
Request for Bid

December
Holiday
Decorations

**Bids due on or before
4/10/2024 at 9:00 AM EST(Deadline)
City Hall, St. Pete Beach, FL**

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December Holiday Decorations Dates and Times

ITEM	DATE	TIME
Solicitation Issued	3/13/2024	N/A
Pre-Bid Meeting (Not Mandatory)	3/20/2024	10:00 AM
Deadline for Receipt of Questions	4/03/2024	10:00 AM
Submission Deadline	4/10/2024	9:00 AM
Sealed Bid Opening	4/10/2024	10:00 AM

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "**Holiday Decorations**" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "Click or tap here to enter text."

COMPANY:	_____	DATE:	_____
ADDRESS:	_____	PHONE:	_____
BIDDER:	_____	NAME:	_____
	(SIGNATURE)		(PRINT NAME & TITLE)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

SUBMIT BID TO:

**OFFICE OF THE CITY CLERK, CITY OF ST. PETE BEACH
155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706**

III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53		
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45		
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24		
Horan Park Tree 22' Panel Tree including 4' Star Topper	1		
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25		
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1		
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167		
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22		
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68		

IV. GENERAL CONTRACT TERMS

REQUEST FOR BID

The City of St. Pete Beach intends to contract the services of an experienced, qualified Holiday Decoration Companies. Each Company should be able to deliver, Install and Uninstall decorations chosen.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Contractors for December Holiday Decorations

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal (Page 3), Fee Schedule, References, Contractor's license and insurance certificates, and Public Entity Criminal Affidavit. The Contractor shall submit one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total bid documents with their sealed bid package as shown below under bid packages.

BIDDER INFORMATION

All Contractors must contact the City's Procurement Manager, in writing via e-mail (jtaylor@stpetebeach.org), with their intention to bid, along with their company name and contact information at least five (5) business days before the bid package is due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to answer addendums or not. The City is not required to provide any additional information.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on 3/20/2024 at 10:00 AM EST via Zoom Video conference/Teleconference. Please contact the City's Procurement Manager (jtaylor@stpetebeach.org) for a meeting invitation and Zoom Meeting instructions.

WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this **RFB**. All questions pertaining to the terms and conditions or scope of work of this Request for Bid (**RFB**) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than 10:00 **EST on 4/3/2024**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFB**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFB** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

BID PACKAGES

Sealed bids will be accepted by the City until **4/10/2024 at 9:00 AM EST** (Deadline). No bids shall be accepted by the City after this deadline – **NO EXCEPTIONS**. Bid Packages must be delivered to the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received on or before the deadline will be publicly opened and read. All Bidders are invited to attend this bid opening.

Bids should be addressed to:

City of St. Pete Beach
City Clerk's Office
155 Corey Ave.

Clearly marked as: **"December Holiday Decorations"**

CONTACT INFORMATION

John Taylor – Procurement Manager

Mailing Address - 155 Corey Avenue, St. Pete Beach, Florida 33706

Office Phone - (727) 363-9279

E-mail -jtaylor@stpetebeach.org

SCOPE OF WORK

This work involves furnishing all labor, equipment, materials, and incidental items necessary to install Christmas decorations within the city of St. Pete Beach, Florida. All Decorations must be installed no later than the week of Thanksgiving and should be uninstalled the first week in January of each year.

DETAILED SPECIFICATIONS

- All Decorations should be secular in nature.
- All decorations will be installed per instructions on location for each.
- All Pole Mounts should be lighted.

Standard work hours shall be from 7:30 AM until 6:00 PM, Monday through Saturday. No work shall take place on Sundays or on official City holidays without prior approval by the City Manager or designee at least 1 week prior to the scheduled work. A list of current official City holidays can be found on the City's Human Resources website at <http://www.stpetebeach.org/hr/holidays.html>. Contractor will coordinate scheduling of work with the City's Project Manager and City's Inspector.

ADDITIONAL WORK DETAILS

Contractors or persons wishing to bid on this project are licensed, bondable and insured in accordance to the City's requirements. The Contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts, or doubt as to meaning of any part of Contract Documents to the attention of the City of St Pete Beach Parks and Recreation Department at least ten (10) business days before bid submittal deadline. Clarification of intent of Contract Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids, or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment, transportation, and perform all the work required for the execution of all services listed in the Bidder's Proposal and Bid Form attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor is expected to be available to start and finish installation the week of Thanksgiving and uninstall the first week in January.

COMPLETION OF WORK

The work will be completed and ready for final inspection per the scope the week of Thanksgiving. This Agreement will stay in effect for three (3) years with two (2) 1-year renewals.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Works Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Contractor shall provide a statement of assurance that the Contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with vehicular and pedestrian traffic control and maintenance during the project. Contractor shall be responsible for providing a staging area. The location of this area must be approved by the City Manager or designee. The Contractor will be required to control the area including any additional fencing or barricades and Contractor will be responsible for the restoration of this and all other staging areas provided by the City.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Agreement or any part thereof or any interest therein without consent in writing of the City and the Contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Not required for this contract.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed, and liquidated damages in the amount of either Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directives. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle them to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify their Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the City Manager or designee. Each such written notice shall be delivered promptly and no later than fifteen (15) business days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) business days prior to the date of delivery of the written notice and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) business days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the City Manager or designee, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) business days of the request unless a longer time period is allowed by the City Manager or designee.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager or designee within fifteen (15) business days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. The contractor's bids shall be irrevocable for a period of at least sixty (60) business days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager or designee. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.
- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category, indicating the applicable unit rates (i.e., dollar amount per hour, dollar amount per day etc.,) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications and shall be delivered to the City Manager or designee within fifteen (15) business days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager or designee. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefrom. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics; or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All direct purchase vendor invoices will be issued to the City of St. Pete Beach and the City will issue payment to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation

into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent (5%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by them under the conditions of the Contract and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated. All payments will be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work not remedied.
- b) Claims and/or liens filed or reasonable evidence indicating probable filing of claims.
- c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e) Damage to another Contractor

- f) Failure of the Contractor to keep their work progressing in accordance with their time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor.

Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the contractor is responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for them and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection and shall include a provision preventing cancellation without twenty (20) business days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the Contractor's carrier to guarantee the Contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial General Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.

- General Workers Compensation Insurance as required by Florida law.
- Longshore Harbor Workers Compensation Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all their work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under their Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under their Contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee, or City, is hereby permitted to act, at their own discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

The Contractor shall arrange with City Manager or designee for temporary parking areas to accommodate construction personnel and construction equipment. Note that limited parking spaces are available in the City of St. Pete Beach. The Contractor will be asked to coordinate with the City's representative on site on a regular basis to minimize the impact on residents and visitors.

TRANSPORTATION, HANDLING AND STORAGE

The Contractor shall transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection (FDEP), City of St. Pete Beach, and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations, or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or designee on all applicable materials before applying those materials. The Contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site,

including but not limited to, FDEP requirements related to Coastal Construction Control Line. The Contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities, and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. They shall not proceed until they have received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint themselves with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facilities and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty-six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree not identified for removal in the Project Plans.

In matters of restoration, all materials, construction, and workmanship shall be acceptable to, and approved by the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials, or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. The City Manager or designee shall notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the

requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of their failure to do so, the City at the expense of the Contractor may do the same, and their Surety shall be responsible.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) business days' time thereafter, the City may, upon thirty (30) business days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) business days of a notice of the dispute between the parties, the City reserves the right to seek resolution through court action.

INDEMNIFICATION

In consideration of the payment of ten dollars (\$10.00) as part of the above purchase price, Contractor shall indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the responding firm and any persons employed or utilized by the responding firm in the performance of the Contract.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of

observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, governmental entities may make purchases under the terms and conditions contained in the executed Contract, if agreed to by Contractor. Such purchases are independent of the Contract between the City and the Contractor, and the City is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the City or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than five (5) business days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute their work with due diligence and carry the work forward in accordance with its' work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by them, the City may serve written notice on the Contractor and the Surety on its' performance bond, stating the City's intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) business days after

the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of their service, the Contractor shall not be entitled to any further payment under their Contract until the work is completed and accepted. If the City takes over the work and the unpaid Contract balance exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the excess unpaid Contract balance shall be paid to the Contractor. If the City takes over the work and the unpaid Contract balance does not exceed the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the Contractor, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the entire cost of making good such deficiencies shall be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision, or covenants of the Contract shall not constitute a precedent or breach of the same or any other

terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless they show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the Contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informality.

LOCAL, STATE AND FEDERAL COMPLAINEE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

Compliance with Fla. Stat. 448.095:

- Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095 (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

- Contractor must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of 1 year after date of termination.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a responding firm may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- That the responding firm acted in good faith in submitting the submittal;
- That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent;
- That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- The responding firm submits documentation and an explanation of how the error was made.

CONE OF SILENCE

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

TERMINATION

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of this contract.
- There is sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

FISCAL NON-FUNDING

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel this Agreement immediately upon written notice to the vendor.

PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. Additionally, the awarded firm shall abide by and comply with Florida Statutes regarding public records. Specifically, the firm shall be aware of the provisions found in Section 119.0701, Florida Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

V. REFERENCES & MINIMUM QUALIFICATIONS

Provide at least three (3) or more professional, business references with which you have contracted to provide similar services in the past five (5) years. Include the name of the person, its organization, telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past five (5) years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past five (5) years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five (5) years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested. Failure to comply with the requirements of this section may be grounds for rejecting a response.

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT – PUBLIC ENTITY CRIMES

PURSUANT TO § 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by:

(Print individual's name and title)

for:

(Print name of entity submitting sworn statement)

at:

(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing this sworn statement:

(Signature)

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
- a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the **statement which I have marked below is true** in relation to the entity submitting this sworn statement (indicate which statement applies).

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned
Name of Notary Public)

VII. NON-COLLUSION AFFADAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: _____

Signed By: _____

Print Name: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this _____ day of _____, 2022, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public – State of Florida

(Print, Type, Stamp, or Commissioned)

Name of Notary Public)

VIII. SPECIFICATIONS

All work shall conform to the most current Pinellas County Standard specifications, regulations, and details.

IX. SAMPLE AGREEMENT

Sample Agreement behind this page.

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

[Enter Contract Name]

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and Vendor Name. (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, The City properly issued a Request for Bids, attached and incorporated hereto as Exhibit "B" and the City Commission authorized the selection of Contractor at its [Insert Date] public hearing.

WHEREAS, City desires to purchase from Contractor the services described in this Agreement.

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

3. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

4. Public Records. The Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**

3. Employment Eligibility. The Contractor shall comply with all

local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.

a. Contractor agrees to comply with all applicable portions of Fla. Stat. 448.095. Contractor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.

b. Subcontractors (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Contractor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Contractor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public agreement for a period of one (1) year after date of termination.

29. Scope of Services. The Contractor must perform all work for the City required by the contract documents as set forth below:

- a. Contractor will furnish all labor, materials, and equipment necessary as indicated in the Request for Bids (Exhibit B) in the amount of \$(enter \$ amount).
- b. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor must at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c. Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d. Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor further warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.
- e. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted. Last, Contractor warrants all material and workmanship for a minimum of (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor will, after receipt of a written notice from the City to do so, promptly correct the work.

30. Damages. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 10, that Contractor has failed to properly and completely deliver all goods or provide all service specified herein. The Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

31. Remedies.

a. Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the city resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b. Correction of Work. If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the city reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

32. Waiver of Liens. Prior to final payment of the Contract Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

33. Warranties.

a. Warranty of Title. Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications. The Contractor warrants that all goods, materials, workmanship furnished, whether by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions

supplied or adopted.

- c. Warranty of Merchantability. The Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the city, or within such larger period of time as may be described by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor must after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

34. Completion Date. Contractor shall provide the services, described herein to be completed within the first 12 months of the agreement.

35. Term. This Agreement will remain in effect for a period of [enter date] from the Effective Date.

36. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

37. Termination. This Agreement may be canceled by the City when:
- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
 - b. Sub-standard or non-performance of Agreement.
 - c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Contractor.

38. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Contractor.

39. Non-Exclusivity. Contractor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

40. Compensation. Upon Contractor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

41. Insurance. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Contractor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

42. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Contractor shall indemnify, defend and hold the City harmless for itself, its past/present/future elected and appointed officials, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, liability or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not, and in

connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph is not limited in any way by any limitation in this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

43. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134 (1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287-134 (2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to a public entity; may not submit a bid or proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not

transact business with any public entity."

44. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with City, State, or United States policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in it business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

45. Audit Rights. The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this Agreement at any an all times during normal business hours during the term of the Agreement.

46. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- d. Florida public records law (Exhibit "A")
- e. Request for Bid (Exhibit "B")
- f. Vendor Proposal (Exhibit C)

47. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

Insert Vendor email address

With Copy To:

cityattorney@stpetebeach.org

48. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

49. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

50. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

51. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

52. Counterparts. This Agreement may be executed and delivered

in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

53. Authority. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: Alex Rey

Its: .Project Manager

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST: _____

Andrew Dickman
City Attorney

Amber LaRowe
City Clerk

EXHIBIT "A"

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. -For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. -In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the

contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT "B"

(Place Request for Bid behind this page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)

Exhibit "C"

(Place Vendor's Bid Behind this Page)



City of St. Pete Beach

RFB Response

December Holiday Decorations

Christmas Designers Florida Joe Campbell – Director of Sales

jcampbell@christmasdesigners-fl.com 954-633-2159

3124 NW 16th Terrace, Pompano Beach, FL 33064

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Addendum received in connection with this Request for Proposal:

Addendum #1, Dated 3/20/2024 JC

Authorized Initials

Addendum #2, Dated 4/5/2024 JC

Authorized Initials

II. CONTRACTOR'S BID SUBMITTAL

The company that is submitting a bid declares that it has extensive experience in Holiday Decoration Installation and Removal.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no person other than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for the work and Contract Documents relative thereto, and have read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of an Agreement specified for "Holiday Decorations" in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The successful bidder shall be required to utilize the template Agreement in this Request for Bids (RFB) and any questions regarding the Agreement must be addressed during the RFB process before submittal. The City reserves the right to respond or not respond to questions in the form of an addendum.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach "lick c:rc lo emcr text".

KC:OMPANY: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida

ADDRESS: PO Box 4 hi PA 18 8

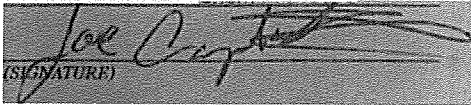
BIDDER:

DATE: 04.05.2024

PHONE: 954-973-4225

NAME: Joe Campbell - Director of Sales

(PRINT NAME & TITLE)


(SIGNATURE)

STATE OF FLORIDA COUNTY OF A-10

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of Y/fph mcal presence or D online notarization, this...5 day of

8\1, 202111, by CAMPBELL, who is personally


Notary Public - State of Florida
GIU Getle:r

known to me or has produced _____ identification.
(SEAL)

e&.ow

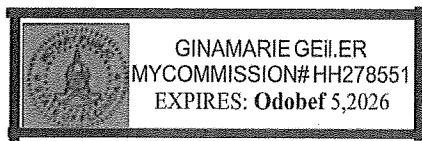
:CROE

(Print, Type, Stamp, or Commissioned Name of Notary Public)

SUBMIT BID TO:

OFFICE OF THE CITY CLERK OF ST. PETE BEACH

155 COREY AVENUE, ST. PETE BEACH, FLORIDA 33706



v020222

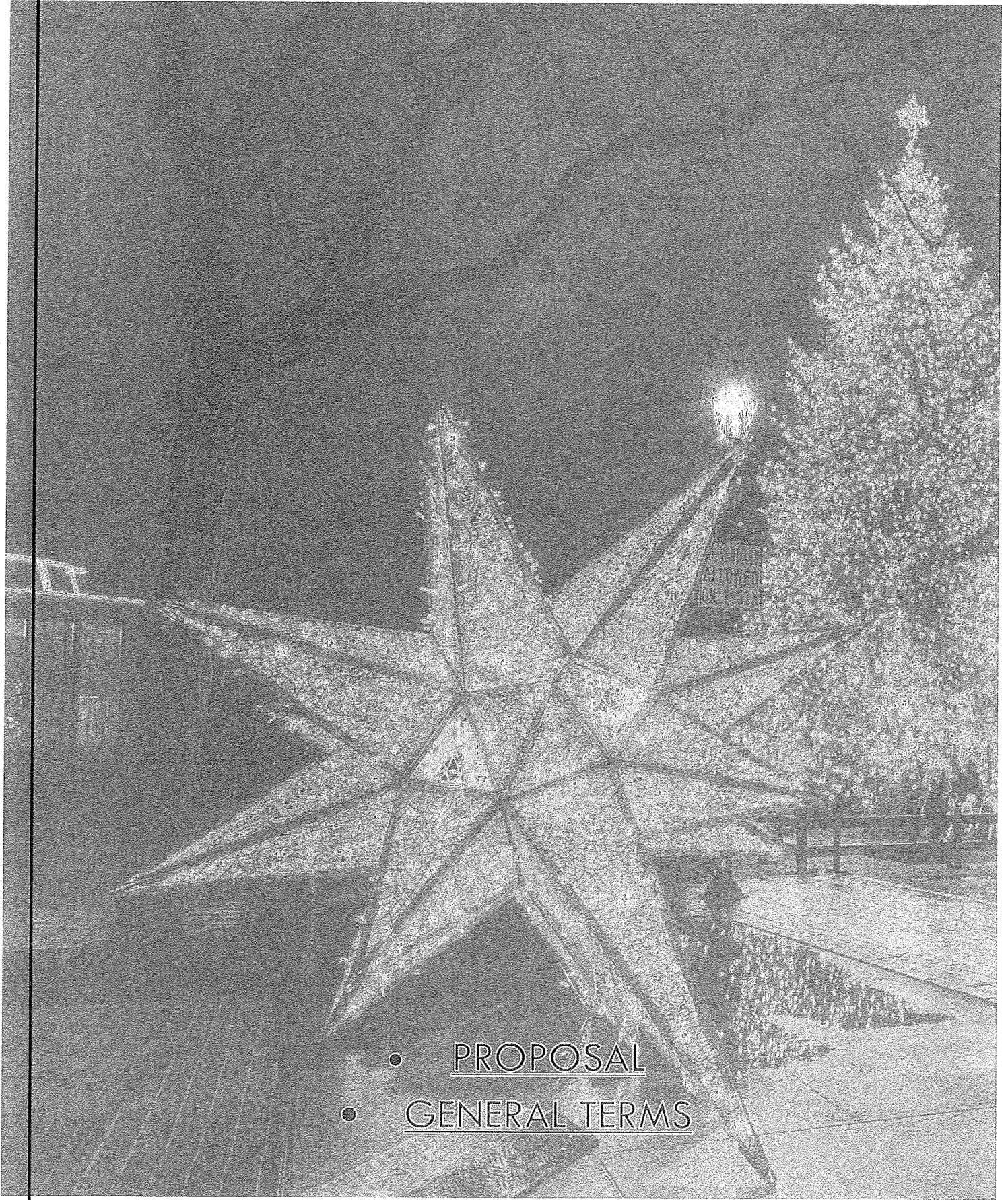
III. FEE SCHEDULE

Description	Quantity	Cost	Extended Price
Pole Mounts for Blind Pass and 75 th Lighted	53	\$230.00	\$12,190.00
Pole Trim on Corey From Mangrove to Gulf Blvd, Mangrove From Corey to 75 th	45	\$130.00	\$5,850.00
Tree Wrap on Gulf Blvd South from 75 th (Medjool Palms 75' x 9" Red Garland Trim	24	\$204.00	\$4,896.00
Horan Park Tree 22' Panel Tree including 4' Star Topper	1	\$5,829.00	\$5,829.00
Pole Trim and tree wrap on the Pinellas Bayway from Toll Booth to Gulf Blvd. 75' x 9" Red Garland trim (utility Poles)	25	\$165.00	\$4,125.00
Tree at Pass-A-Grille Park 17' Panel Tree w/3' 3d Star Topper	1	\$3,510.00	\$3,510.00
Pole Trims and tree wraps in Pass-A-Grille on Gulf way and Pass-A Grille Way from 1 st to 22 nd Ave.	167	\$130.00	\$21,710.00
Pole trim on 8 th , 9 th and 10 th Ave in Pass-A-Grille	22	\$130.00	\$2,860.00
Pole Mounts on Gulf Blvd from Corey Ave to Pinellas Bayway (Lighted)	68	\$230.00	\$15,640.00
3 Piece Bear Family Photo Op at Horan Park	3	VALUE ADDED	\$0.00
3 Piece Deer Family Photo Op at Pass A Grill Park	3	VALUE ADDED	\$0.00

4
v020222

**HOLIDAY PROGRAM
2024**

CITY OF
ST. PETE BEACH



- PROPOSAL
- GENERAL TERMS

www.ChristmasDesigners-FL.com

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CITY OF ST. PETE BEACH

Page 1 of 9

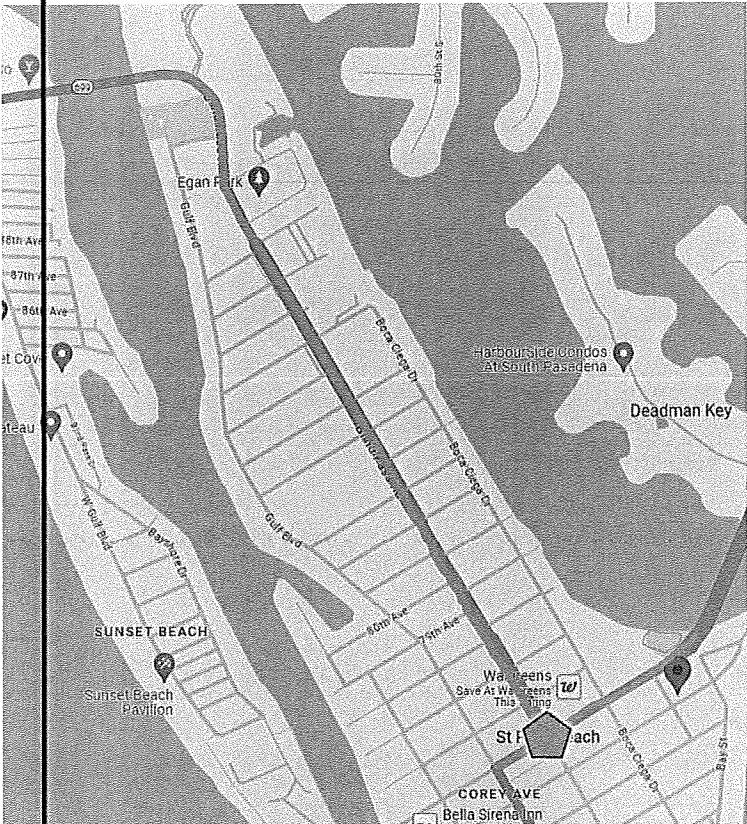


PROPOSAL
CITY OF ST. PETE BEACH
Holiday Program 2024

AREA 1 – BLIND PASS RD

LEGEND

Explanation of symbols
on General Terms page



For each of the fifty-three (53) Poles on Blind Pass Rd, from 75th St north to bridge and 75th Ave from Bridge to Gulf Blvd, we will install one (1) Various Pole Decoration.

13 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED

LSE-PM-SLB-WCB54

13 54" Wreath w/Tube Candles, with Branch Garland 14-4-2 LED

LSE-PM-SLB-WTCG54

13

Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents

LSE-PM-SLB-PAWS90

14

Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents

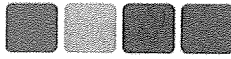
LSE-PM-SLB-SPA66

END AREA 1

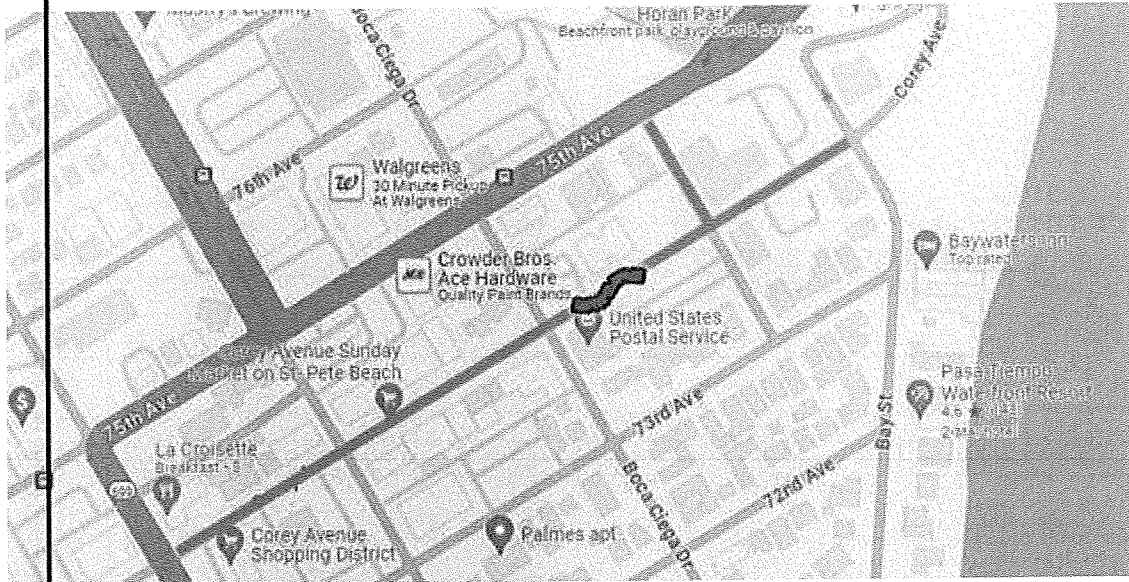
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CITY OF ST. PETE BEACH

Page 2 of 9



AREA 2 – DOWNTOWN



For each of the forty (40) Poles along Corey Ave from Gulf Blvd to Bay St, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.
For each of the five (5) Poles along Mangrove St from Corey Ave to 75th Ave, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows.

45 Pole Trim Green 25', 9" PVC/MET Regular Cut

LSE VM-25-PT-9RGR

90 24" Red Glitter Bow, 4 Loop with Bracket

LSE B-G24-RD-B

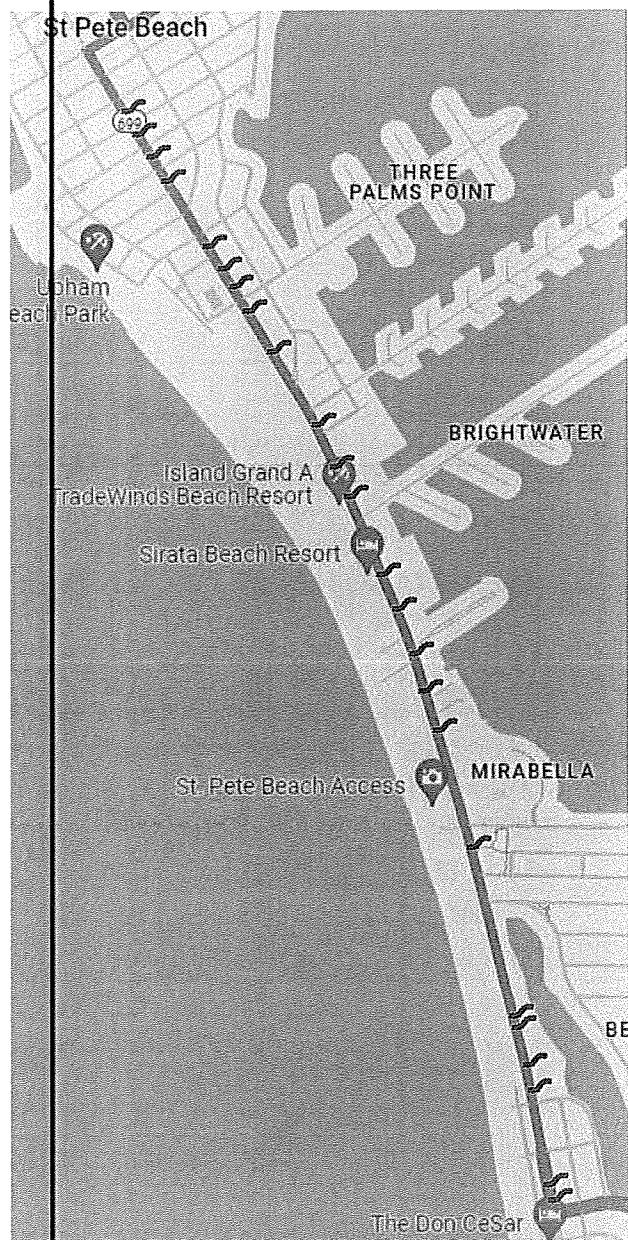
END AREA 2

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CITY OF ST. PETE BEACH

Page 3 of 9

AREA 3 – GULF BLVD MEDIANS



For each of the twenty-four (24) Medjool Date Palms in the Medians on Gulf Blvd from Corey Ave to Pinellas Bay Way, we will wrap one (1) 75' Red PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top facing the traffic in both direction.

72 Pole Trim Red 25', 9" Garland, Regular Cut

LSE/VM-25-PT-9RRD

48 24" Red Glitter Bow, 4 Loop with Bracket

LSE/B-G24-RD-B

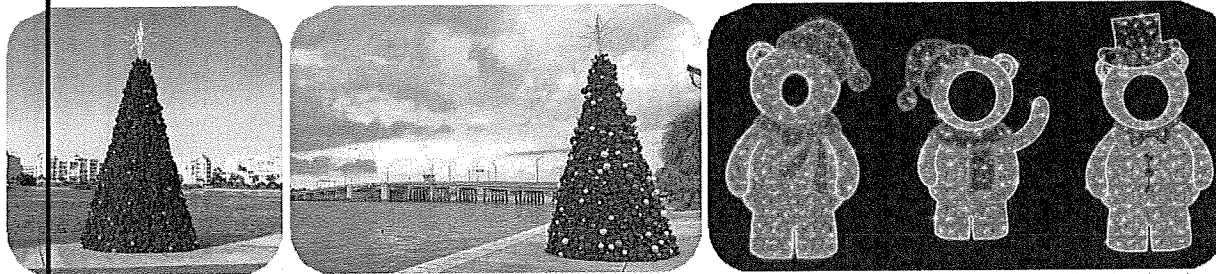
END AREA 3

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CITY OF ST. PETE BEACH

Page 4 of 9

AREA 4 – COLONEL MICHEAL J. HORAN PARK



In Colonel Micheal J. Horan Park, we will install (1) 18ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments with a 4ft Star Topper, for an overall height of 22ft. Next to the Tree we will install one (1) Bear Family Photo Op's.

1 Panel Tree 18' C7 LED Multi – Multi Ornamentation

LSE T-18P-MC

1 4 3D Nativity Star Tree Topper C7 LED Cool White

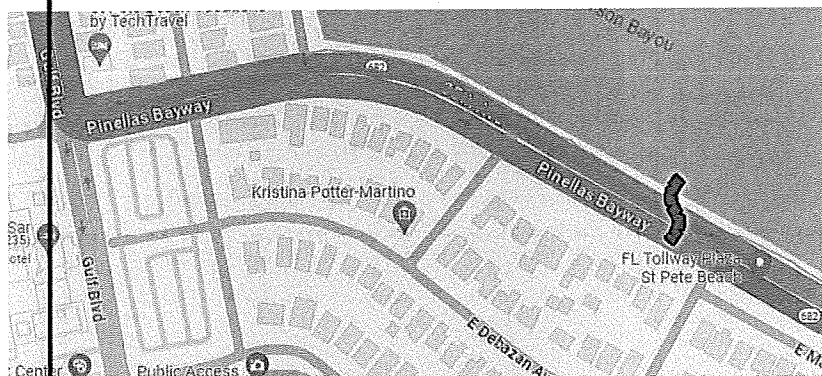
LSE TT-4-3DNS-CW

1 Bear Family Bundle Photo Op – 3 Pieces

LSE DS-3-POBB

END AREA 4

AREA 5 – PINELLAS BAYWAY



For each of the twenty-five (25) White Utility Poles on Pinellas Bayway from Toll Booth to Gulf Blvd, we will wrap one (1) 75' Red PVC Pole Trim starting under the lamp mount at the top and wrap all the way down.

75 Pole Trim Red 25', 9" Garland, Regular Cut

LSE VM-25-PT-9RRD

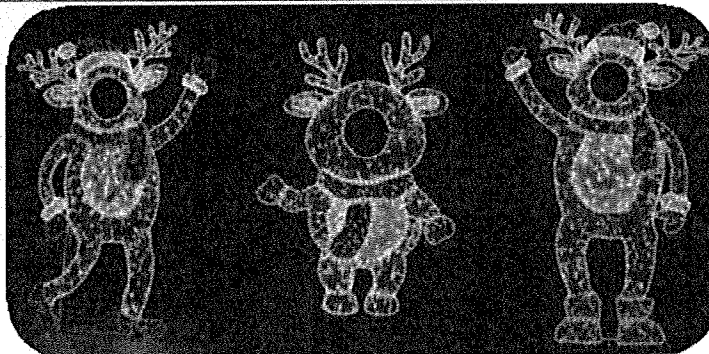
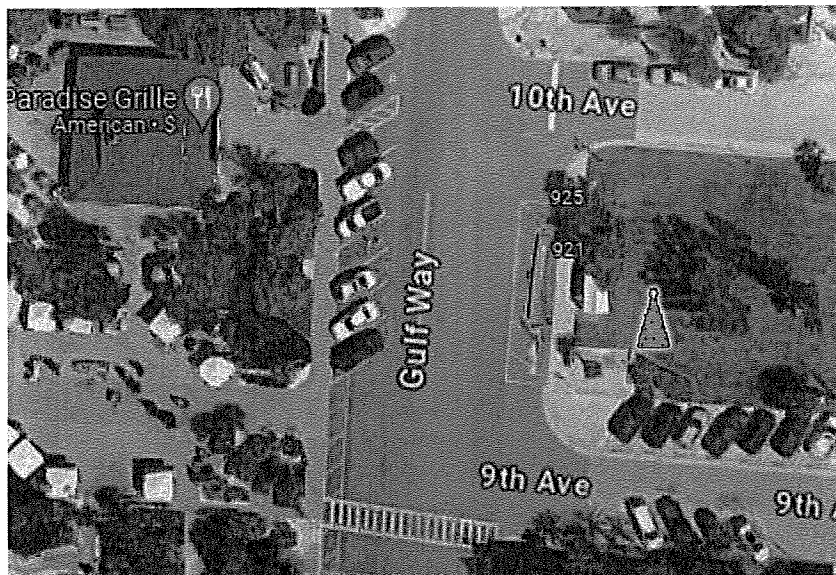
END AREA 5

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CITY OF ST. PETE BEACH

Page 5 of 9

AREA 6 – PASS A GRILLE PARK



At Pass A Grille Park, across the street from Paradise Grille, we will install (1) 14ft Panel Tree lit with Multi-colored C7 LED Bulbs decorated in Traditional Colored Ornaments and ten (10) 18" Red Bows with a 3ft Star Topper, an overall height of 17ft. Next to the Tree we will install one (1) Deer Family Photo Op's.

1 Panel Tree 14' C7 LED Multi – Multi Ornamentation

LSE T-14P-MC

1 3D Nativity Star Tree Topper C7 LED Cool White

LSE TT-3-3DNS-CW

10 18" Red Outdura 4 Loop Bow with Gold Trim

LSE B-O18-RGT

1 Deer Family Bundle Photo Op – 3 Pieces

LSE DS-3-PODB

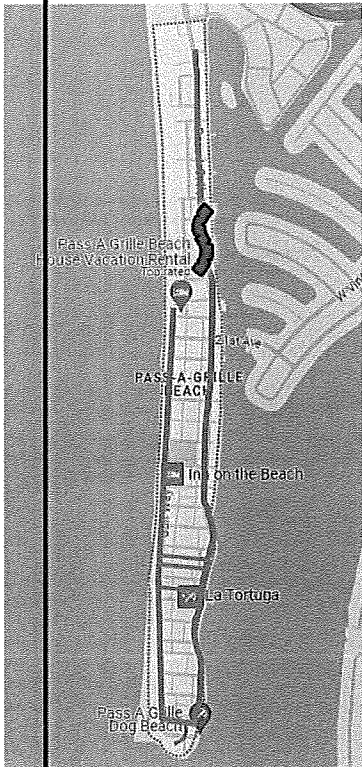
END AREA 6

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CITY OF ST. PETE BEACH

Page 6 of 9

AREA 7 – GULF WAY AND PASS A GRILLE WAY AREA



For each of the one-hundred eighty-nine (189) Poles in install areas noted below, we will wrap one (1) 25' Green PVC Pole Trim and install two (2) 24" Red Glitter Bows at the top.

Install Areas:

Gulf way starting at 22nd Ave heading South to 1st Ave to Pass A Grille Way, starting at 1st Ave heading north on Passa Grille way (only light poles on East side of the road from 1st Ave to 12th, on the water side) to approximately 32nd Ave.

8th, 9th and 10th Streets between Gulf Way and Pass A Grille Way.

(167) Gulf Way and Pass A Grille Way

(11) on 8th

(5) on 9th

(6) on 10th

189 Pole Trim Green 25', 9" PVC/MET Regular Cut

LSE-VM-25-PT-9RGR

378 24" Red Glitter Bow, 4 Loop with Bracket

LSE-B-G24-RD-B

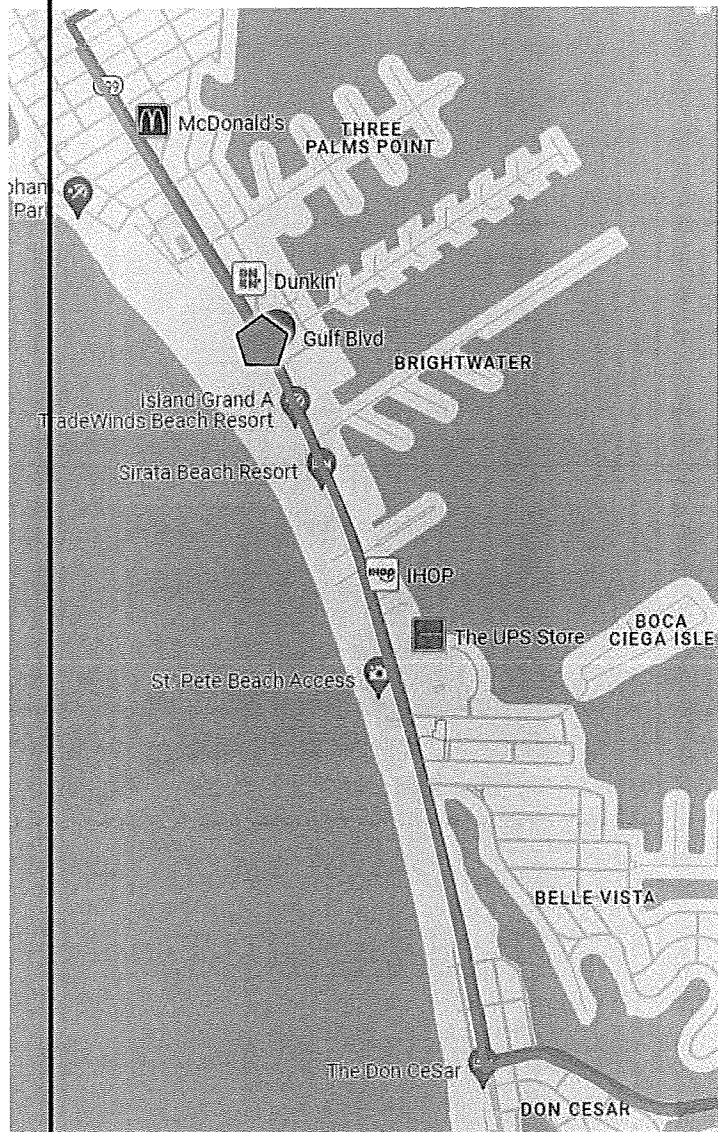
END AREA 7

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CITY OF ST. PETE BEACH

Page 7 of 9

AREA 8 – GULF BLVD LARGE LIGHT POLES



For each of the sixty-eight (68) Large Light Poles on Gulf Blvd from Corey Ave to Pinellas Bay Way to the bridge, we will install one (1) Various Pole Decoration.

18 54" Wreath w/Colored Bell, Branch Garland 14-4-2 LED

LSE/PM-SLB-WCB54

16 4.5' Candle Wreath (14-4-2) C9 LED

LSE/PM-SLB-CW54

17 Poinsettia with Stem Pole Mount. 5.5'x7.5'. C9 LED and Garland Accents

LSE/PM-SLB-PAWS90

17 Single Poinsettia Pole Mount. Measures 5'x5.5'. C9 LED and Garland Accents

LSE/PM-SLB-SPA66

END AREA 8

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CITY OF ST. PETE BEACH

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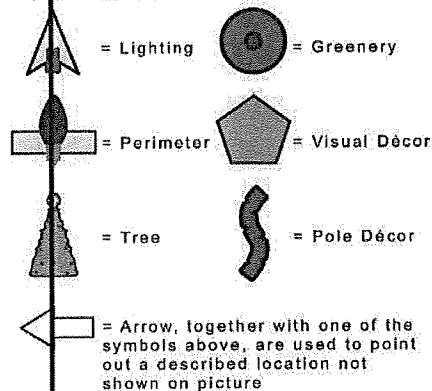
GENERAL TERMS
CITY OF ST. PETE BEACH
Holiday Program 2024

- ▶ No power cords will be run on the ground where there is pedestrian access, if the need arises, the customer is responsible for covering the cords. Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, *Please note; Customer is responsible for turning power on during installation and service.*
- ▶ Holiday Outdoor Décor is not responsible for outages due to ground fault interrupters (GFCI) or insufficient electrical requirements.
- ▶ All tree and hedge trimming to be completed before the installation window. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Holiday Outdoor Decor always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.

- ☐ Lighting installation may begin the 1st week of September with other jobs in the area.
- ☐ All décor will be serviced throughout the season from "turn on" through December 31s
- ☐ Upon notification from Customer of non-functioning décor. Install Service Request
- ☐ Lighting will be disconnected in the beginning of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ☐ Removal of holiday lighting will begin the 1st week of January and be completed by the last date of the Takedown window.
- ☐ All visual decorations will be removed no later than last date of the Takedown window.

LEGEND

Explanation of symbols



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CITY OF ST. PETE BEACH
Page 9 of 9

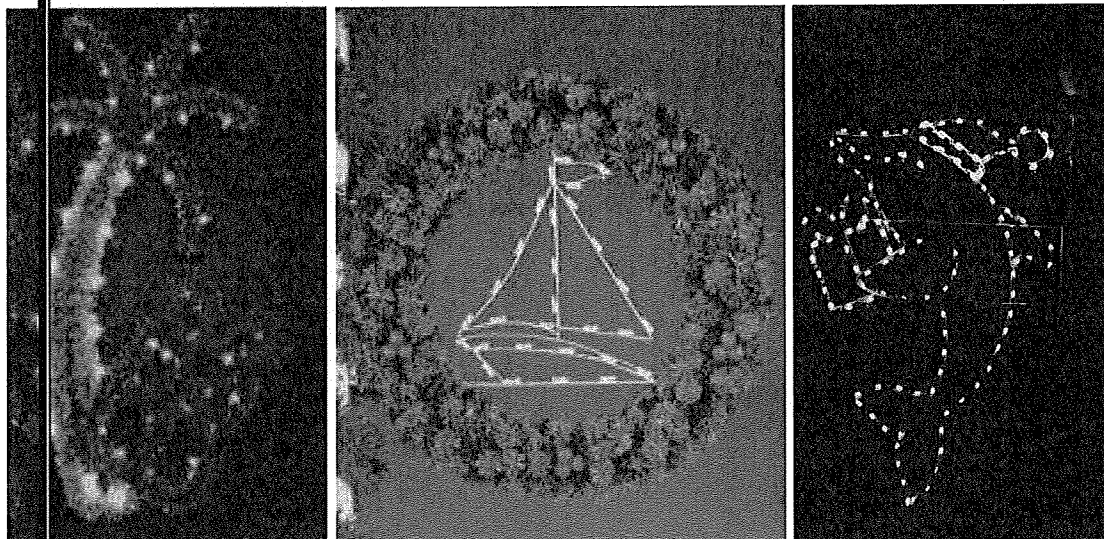




City of St. Pete Beach
December Holiday Decorations

POLE DÉCOR OPTIONS FOR LEASE

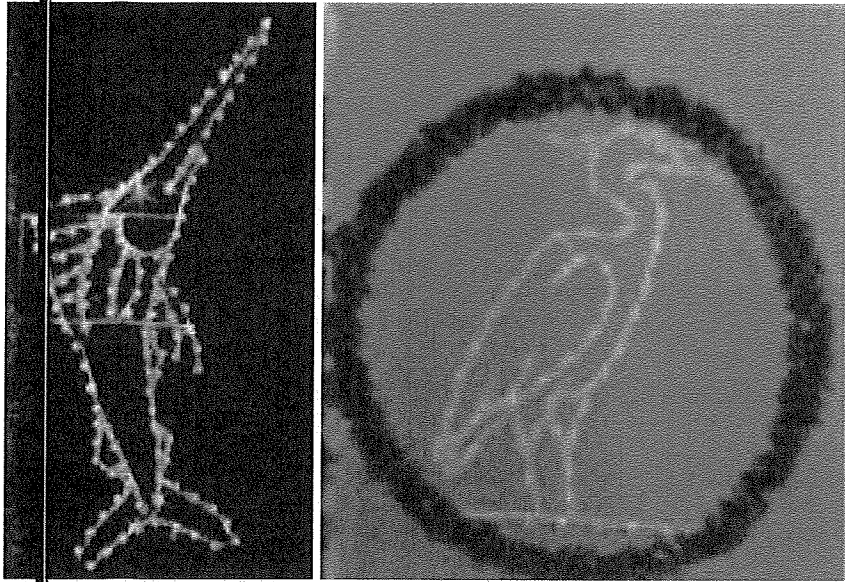
LEASE POLE DÉCOR OPTIONS



Pictured Left: Palm Tree with Present - \$230/ea.

Pictured Center: Sailboat Wreath - \$230/ea.

Pictured Right: Holiday Dolphin - \$230/ea.

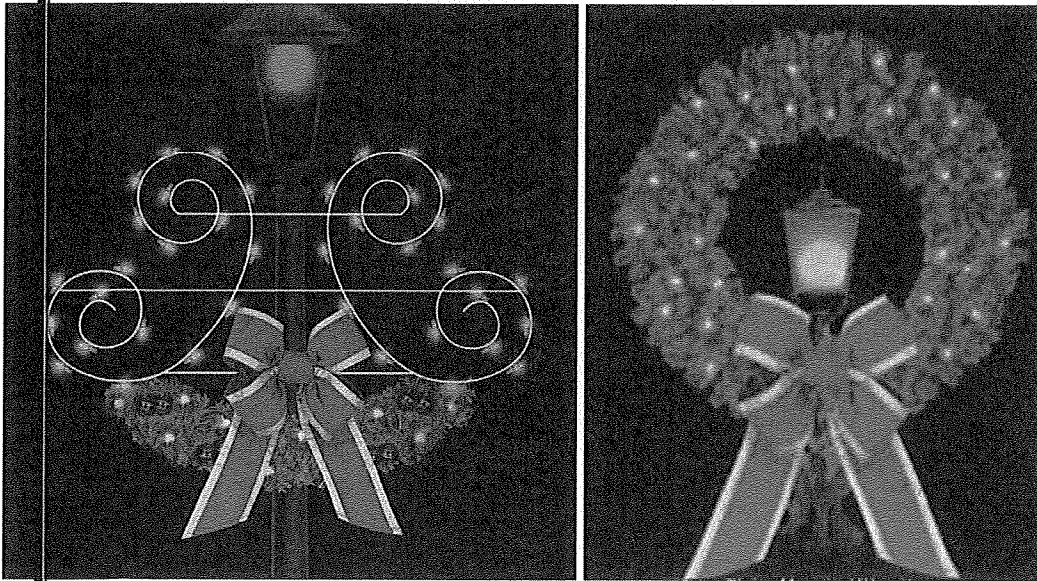


Pictured Left: Marlin - \$230/ea.

Pictured Right: Egret Wreath - \$230/ea.

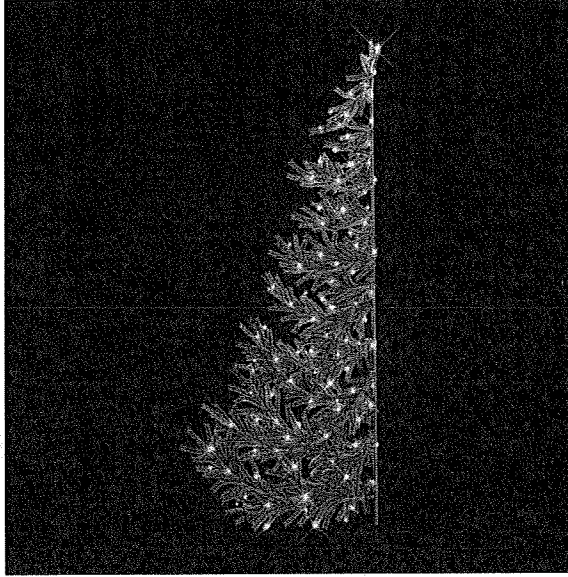
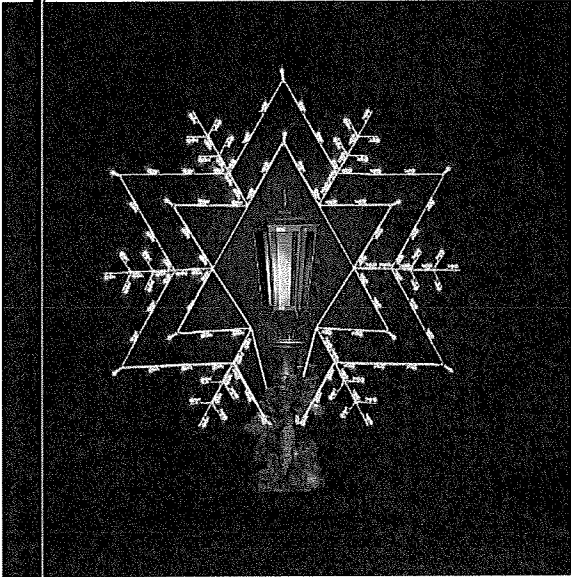
Page 2 of 4

LEASE POLE DÉCOR OPTIONS



Pictured Left: Old World Scroll with Bow Post Topper - \$275/ea.

Pictured Right: Globe Mounted Wreath w/Bow - \$325/ea.

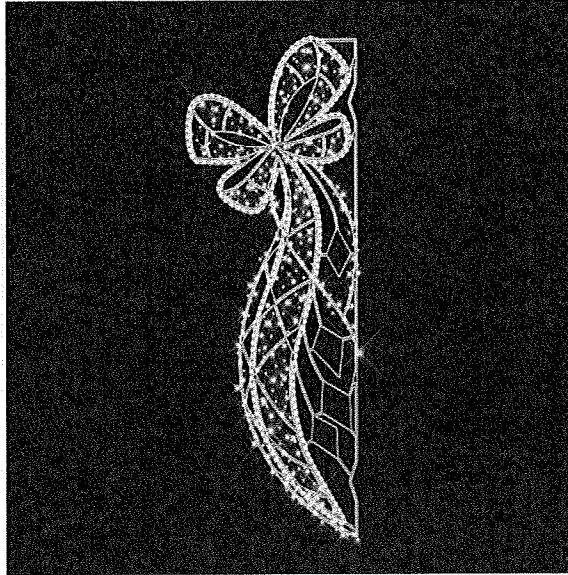
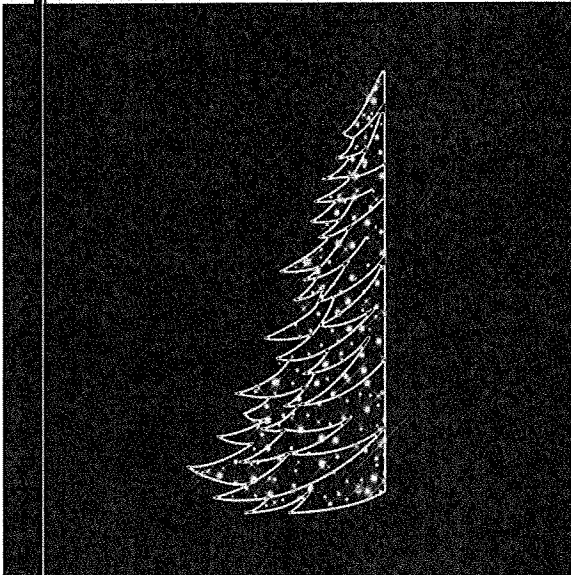


Pictured Left: Star Snowflake - \$438/ea.

Pictured Right: Nordika Tree Pole Mount - \$ 778/ea.

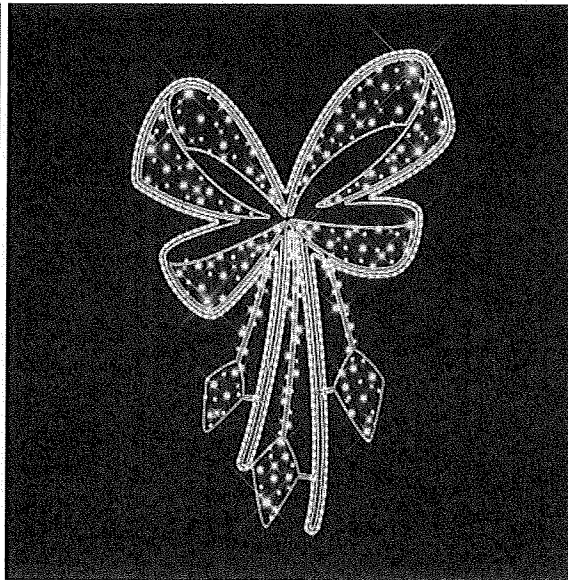
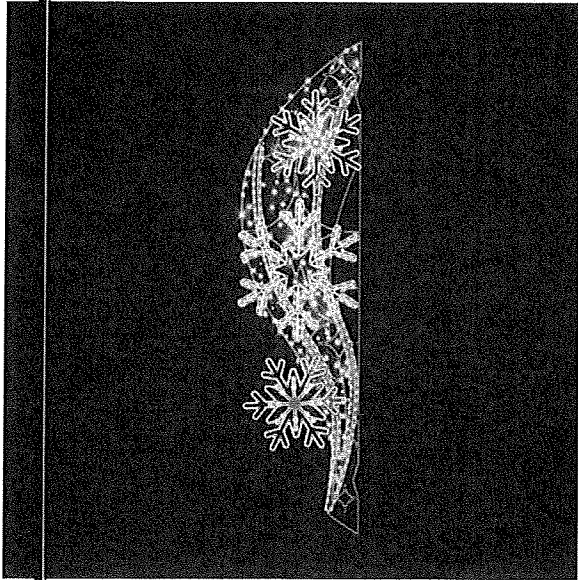
Page 3 of 4

LEASE POLE DÉCOR OPTIONS



Pictured Left: Wood Pole Mount- \$375/ea.

Pictured Right: Penelope Long Bow Pole Mount - \$ 468/ea.



Pictured Left: Blizzard Pole Mount - \$ 895/ea.

Pictured Right: Iliade Bow Pole Topper – \$328.00/ea.

More pole décor designs available upon request.

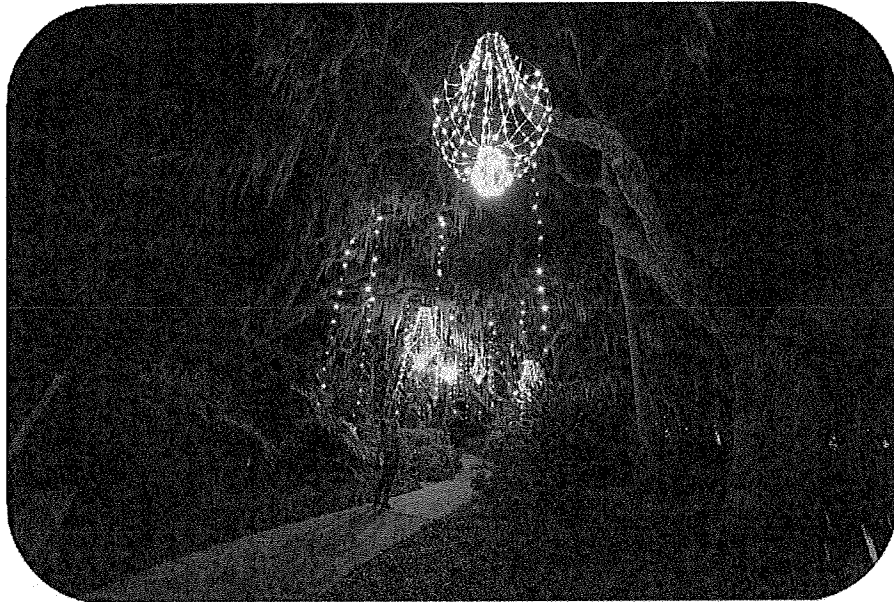
Page 4 of 4



City of St. Pete Beach

References

+40 years of experience of the holiday lighting and decorating business in Florida. We have provided many customers with our services. At the moment, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to successfully and within time frames accomplish all scopes of work.



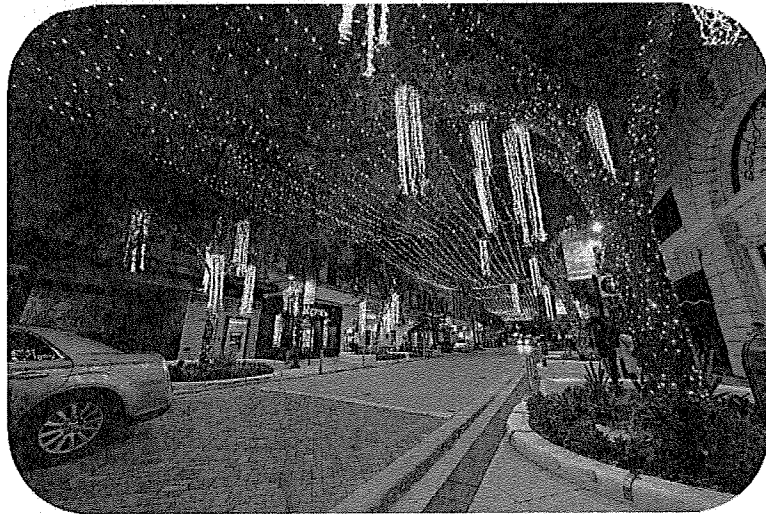
City of Tavares –

Scott Aldrich, Community Services Manager – (352) 742-6477 Address: 201 E Main Street, Tavares, FL 32778

Email: saldrich@tavares.org

We have worked with City of Tavares for 6 years.

Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals as visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.



West Palm Beach - DDA –

Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873 Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401 Email: cast@downtownwpb.com

We have worked with the West Palm Beach – DDA for 22 years.

Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.



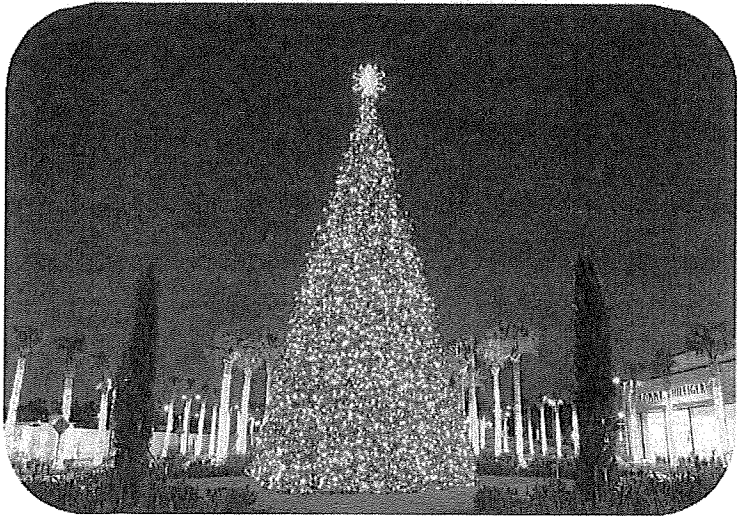
Town of Palm Beach –

Paul Colby, Facility Division Manager – (561) 227-7019

Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401 Email: bmadison@townofpalmbeach.com

We have worked with the Town of Palm Beach for 39 years.

Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16' Christmas Tree Saturday prior to Thanksgiving, 1 – 16' & 1 – 40' Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.



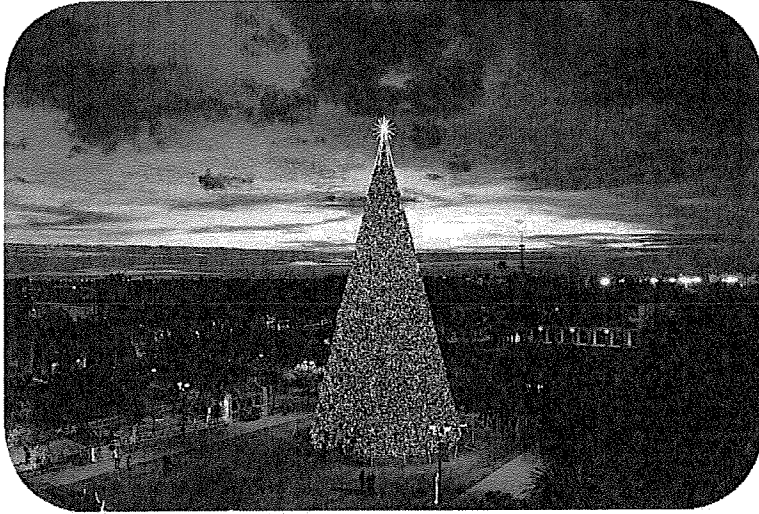
Celebration Pointe –

Sean McIntosh, Senior Vice President – Asset Management – (352) 333-9333 Address: 2579 SW 87th Drive, Gainesville, FL 32608

Email: Sean@celebrationpointe.com

We have worked with Celebration Pointe for 5 years.

Installation of a 40' RGB Christmas Tree with a 4' RGB Tree Topper, custom Sign Enhancers, Tree lighting, perimeter and 3D displays. To be completed in October, work always performed within time frames.



City of Delray Beach -

Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341 Address: 434 S Swinton Ave, Delray Beach, FL 33444

Email: kovner@mydelraybeach.com

We have worked with City of Delray Beach for 3 years. Installation of a 100' Christmas Tree, work completed in October.

Additional references available upon request.

RILEOUT-01 JCOOK
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2024

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 Element Risk Management 1150 Berkshire Blvd. Wyomissing, PA 19610	CONTACT Karla Mengel	
	NAME:	
	PHONE (610) 376-3959	FAX
	(A/C, No, Ext):	(A/C, No):
	E-MAIL kmengel@elementrisk.com	
	ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic States Insurance Company	22586
	INSURER B : Donegal Mutual Insurance Company	13692

Rileighs Outdoor LLC PO Box 4365
Bethlehem, PA 18018

INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	POLICY	POLICY	LIMITS
A	☒ COMMERCIAL GENERAL ☐ CLAIMS-MADE X OCCU GEN'L AGGREGATE LIMIT APPLIES ☐ POLICY X PRO- LOC ☐ TECT ☐ OTHER:	☒	☒	CPA9302945	1/30/2024	1/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED \$ 100,000 MED EXP (Any one \$ 5,000 PERSONAL & ADV \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ AUTOS ONLY ☐ HIRED AUTOS ☐ ONLY ☐ SCHEDULED ☐ AUTOS ☐ NON-OWNED ☐ AUTOS ONLY			1000121808	1/30/2024	1/30/2025	COMBINED SINGLE \$ 1,000,000 BODILY INJURY (Per \$ BODILY INJURY (Per \$ PROPERTY DAMAGE \$ \$
B	☒ UMBRELLA ☒ LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒	☒	CXL9302945	1/30/2024	1/30/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND ANY PROPRIETOR/PARTNER/EXECUTIVE If yes, describe under						PER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Karla Mengel

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

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
Marsh USA LLC
1717 Arch Street
Philadelphia, PA 19103-2797

CN142816341--WC-23-24

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : PinnaclePoint Insurance Company

15137

INSURER B : Argonaut Insurance Company

19801

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Rileighs Outdoor LLC
PO Box 4365
Bethlehem, PA 18018

COVERAGES



CERTIFICATE NUMBER:

CLE-007181512-01

REVISION NUMBER: 0

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.

INS R LTR	TYPE OF INSURANCE	ADD SUB		POLICY NUMBER	POLICY EFF (MM/DD/YY YY)	POLICY EXP (MM/DD/YY YY)	LIMITS	
		L	R					
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$

POLICY PRO- LOC JECT OTHER:						PRODUCTS - COMP/OP AGG	\$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
ANY AUTO						BODILY INJURY (Per person)	\$
OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB		OCCUR CLAIMS-				EACH OCCURRENCE	\$
EXCESS LIAB		MADE				AGGREGATE	\$
DED		RETENTION \$					\$
A	WORKERS COMPENSATION			WCP7001927	01/30/2024	05/01/2024	X PER
B	AND EMPLOYERS' LIABILITY Y / N / A			WC929068808434	01/30/2024	05/01/2024	STATUTE OTH- ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT \$ 1,000,000
N							E.L. DISEASE - EA \$ 1,000,000
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY \$ 1,000,000
							LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER 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 <i>Marsh USA LLC</i>

VI. PUBLIC ENTITY CRIMINAL AFFIDAVIT

SWORN STATEMENT - PUBLIC ENTITY CRIMES

PURSUANT TO § 282.113 C31Ca1, FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by:

Joe Campbell - Director of Sales

(Print individual's name and title)

for: Rileighs Outdoor, LLC dba Holiday Outdoor Decor dba Christmas Designers Florida

(Print name of entity submitting sworn statement)

at: Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064 Corporate: PO Box 4365 Bethlehem, PA 18018

(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

83-3166513

(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

(SSN)

by the individual signing the

2. I understand that a "public entity crime" as defined in § 287.133 (1)(g), Fla. Stat., means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in § 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 11 19891 as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in § 287.133 (1)(a), Fla. Stat., means:
 - a. A predecessor or successor of a person convicted of a public entity crime or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who

TYPE EXHIBIT

is sworn statement

(Signature)

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V020922

knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 28.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ If the entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of that final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, 'FLORIDA STATUTES' FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED THEREIN.

FORM

STATE OF FLORIDA

COUNTY OF

This foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged by the undersigned in the presence of me, a Notary Public for the State of Florida, on this day of

means of the official process or online notarization, this instrument is hereby acknowledged.

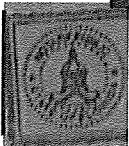
of

2024, at the County of

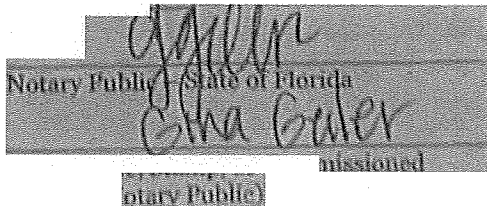
, the undersigned

to me or has produced, in my presence, the instrument, and the instrument is a true and correct copy of the original instrument.

(Print, Type or Stamp Name)



Othamari Oeiler
Notary Public, State of Florida
Commission Expires 5/2020



V027721

STATE OF FLORIDA

VII. ON-COLLUSION AFFIDAVIT

OATH OF BROWARD

Rdeighs Ou door, LLC dba Holiday Outdoor Decor

I state that I Joe Campbell - Director of Sales of dba Christmas Designers Florida
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.

2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. To attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. Christmas Designers Florida, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

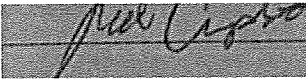
I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: LJL 7 // 5 - MWI 11101JilSilil...! = !LJ...13, Wilil.

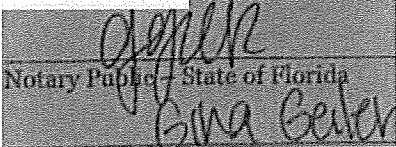
Signed By:

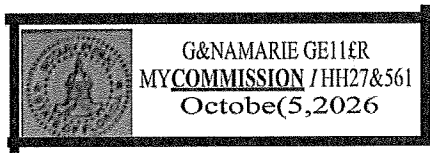
Print Name: Joe Campbell

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of !!! physical presence or D online notarization, this 21 day of Feb, 20 20 by 106 CFW/POOIL, who is personally known to me or has produced + identification.
(SEAL)



(Print Type, S p, or Commissioned Name of Notary Public)


Notary Public - State of Florida
Gina Geiler



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V020922

backup For this is generally your number (SSN). However, for a withholding. Individuals, social security resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

DJ-ITJ-1111

or

Employer identification number

83 - 3 6 6 5 1 3

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
Go to www.irs.gov/FormW9 for instructions and the latest information.				
1 Name [as shown on your income tax return]. Name is required on this line; do not leave this line blank. Rileighs Outdoor, LLC				
2 Business name/disregarded entity name, if different from above dba Holiday Outdoor Decor, dba Christmas Designers Florida				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	☐ Individual/sole proprietor or single-member LLC		☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	☐ Other (see instructions) _____			
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 4365			Requester's name and address (optional)	
6 City, state, and ZIP code Bethlehem, PA 18018				
7 List account number(s) here (optional)				
Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid			Social security number	

Part II

Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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

Sharon A. Kozak

2/28/2024

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Date ►

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST. ALLENTOWN, PA 18109

FILED Oct 09, 2023

Secretary of State 4141941826CC

Current Mailing Address:

1053 N PLYMOUTH ST. ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC. 2894 REMINGTON GREEN LANE

SUITE A

TALLAHASSEE, FL 32308 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

Authorized Person(s) Detail :

Title MGR

Name CHESKEY, CARTER

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE

Name BAJLOVIC, BORIS

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title MGR

Name CASCIANO, DAN

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

Title AUTHORIZED REPRESENTATIVE

Name POGASH, THOMAS A

Address 1053 N PLYMOUTH ST. City-State-Zip: ALLENTOWN PA 18109

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS A POGASH

CFO

10/09/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA

Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC

Business Location: 3124 NW 16TH TER

POMPANO BEACH

Business Phone: 954-973-4225

Receipt #:379-14680

Business Type:ALL OTHERS (SALES OF CHIRSTMAS

Business Opened:08/30/1985 State/County/Cert/Reg:

Exemption Code:

DESIGNS, DEC)

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee Packing/Processing/Canning Employees

45.00

0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Mailing Address:

CHRISTMAS DESIGNERS FLORIDA

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #WWW-22-00268770

3124 NW 16TH TER POMPANO BEACH, FL 33064-1409

Paid 08/29/2023 45.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: CHRISTMAS DESIGNERS FLORIDA

Business Name: CHRISTMAS DESIGNERS FLORIDA

Owner Name: RILEIGHS OUTDOOR LLC
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Business Phone: 954-973-4225

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHIRSTMAS
 DESIGNS,DEC)
Business Opened: 08/30/1985 **State/County/Cert/Reg:**
Exemption Code:

Rooms Seats Employees Machines Professionals

Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-22-00268770

Paid 08/29/2023 45.00

Exhibit "C"

(Place Vendor's Bid Behind this Page)



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: August 12, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Director 
From: P.J. Harbert, Grant Project Specialist
Cari Rupkalvis 
Subject: 24-PLC-16 Tarpon Springs Public Library Construction Grant Agreement Amendment

Recommendation

Approval is recommended for the Mayor or his/her designee per City resolution to execute a standard grant agreement amendment with the Florida Department of State. The purpose of this amendment is to extend the length of the agreement from 09/30/25 to 01/27/26 .

Summary

Through the proposed amended agreement, the Florida Department of State has agreed to amend the length of the original grant agreement to 01/27/26 in order to complete construction. This does not require any budgetary changes on behalf of the City or the State.

The amended agreement document is attached.

The City Attorney has reviewed this document.

**PUBLIC LIBRARY CONSTRUCTION GRANT
AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Tarpon Springs Public Library**

This Amendment is to the Public Library Construction Grant Agreement between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the City of Tarpon Springs for and on behalf of Tarpon Springs Public Library, hereinafter referred to as the "Grantee."

The parties entered into a grant agreement dated 02/13/2024, for implementation of a Public Library Construction Grant. The parties now mutually desire to amend certain terms and conditions of the amended grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The following sections are hereby revised:

Original Length of Agreement

7/1/2023 -9/29/2025

Amended Length of Agreement

7/1/2023 -1/27/2026

Additional Conditions

3. This amendment shall be effective upon execution by both parties.

THE GRANTEE

DEPARTMENT OF STATE

By: _____

Authorized Official for the Grantee

By: _____

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Witness

Witness

Date

Date



Memorandum

Date: August 12, 2025
To: Honorable Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Tabatha Adkins, Human Resources Director
Subject: 2026 Employee Insurance Renewals

Recommendation:

That the Board of Commissioners approve renewal of employee insurance outlined below:

Insurance Benefit	Recommended Carrier/Plan	Effective Dates	Cost Increase/Decrease	Comments
Medical	FMIT/UHC Choice Plus Plan 15	10/1/2025 – 09/30/2026	-5.0%	Includes EAP and COBRA administration Non-Renewal of Health Clinic
Basic Life/AD&D	The Hartford	10/1/2024 – 09/30/2026	0.00%	Rate Guarantee for this year
Long Term & Short-Term Disability	The Hartford	10/01/2024- 09/30/2026	0.00%	Rate Guarantee for this year
Dental	Met Life	10/01/2025 – 09/30/2026	0.00%	No Changes
Vision	EyeMed	10/01/2025 – 09/30/2026	0.00%	No Changes

Additional Recommendations:

- The City continues to pay 100% of the Employee Only medical premiums
- Medical discount to be absorbed by the City's employer share of premiums with no change to the employee rates.

Background:

In an effort to ensure that the City is continually receiving the best rates and well-rounded coverage for our employees' health, dental and vision insurance, these renewals were put through the RFP process earlier this year with the assistance of The Gehring Group. The Gehring Group has been our benefit consultant since 2019.

We received quotes from four (4) providers. These included FMIT – United Healthcare (current), Aetna, Florida Blue and Cigna. All of these providers offered competitive discounts to our current rates.

After negotiations we are recommending that we renew the current health plan, dental and vision. This result will give the City a 5% discount from last year's premiums for health coverage and 0% change in dental and vision. We believe this is the best option for our employees, due to the network coverage and overall benefits offered.

Unfortunately, we were notified that the Health Clinic would not be renewed by FMIT-United Healthcare. This is a result of rising costs and low utilization. We did review the possibility of funding the clinic separately but found that the amount of utilization versus cost is not justified.

The above table summarizes the deliberations and recommendations of the Gehring Group with respect to the most beneficial City-provided employee benefits. Funding is budgeted for these benefits, and the discount is significant overall.

Funding comes from multiple funds and departments in their benefit accounts.

Attachments –

Renewal Information – RFP results and Health Clinic Information
Gehring Group Presentation by Shawn Fleming

Strategic Plan Objective: N/A

City of Tarpon Springs
Dental Insurance RFP Evaluation
Effective Date: October 1, 2025



	Current		Renewal		Alternate #1		Alternate #2		Alternate #3	
Schedule of Benefits	MetLife PDP Plus		MetLife PDP Plus		Aetna Passive PPO Max		Cigna Total DPPO		Florida Blue Choice PPO	
Plan Basics	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible Type	Plan Year		Plan Year		Plan Year		Calendar Year		Plan Year	
Benefit Maximum	\$1,500		\$1,500		\$1,500		\$1,500		\$1,500 + Rollover Benefit	
Class Expenses Apply to Benefit Max	Type A, B, C		Type A, B, C		Type A, B, C		Type A, B, C		Type A, B, C	
Deductible										
Single	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Benefit Frequencies – Diagnostic & Preventive										
Routine Oral Exam	2 per Year		2 per Year		2 per Year		2 per Year		Not Provided	
Routine Cleanings	2 per Year		2 per Year		2 per Year		2 per Year		Not Provided	
Bitewing X-rays	Adult: 1 per Year		Adult: 1 per Year		Adult: 1 per Year		2 per Year		Not Provided	
Complete X-rays	Child to age 14: 2 per Year		Child to age 14: 2 per Year		Child to age 14: 2 per Year		1 Every 3 Years		Not Provided	
	1 Every 5 Years		1 Every 5 Years		1 Every 5 Years					
Benefits										
Type A – Diagnostic & Preventive										
Exams, Cleanings, X-Rays	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible
Type B– Basic Restorative										
Fillings, Extractions, Endodontics, Periodontics	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible
Type C– Major Restorative										
Bridges, Crowns, Implants	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible	After Deductible
Type D – Orthodontia										
Benefit - Child to Age 19	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible
Orthodontia Lifetime Max	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Service Information										
OON Benefits Payable Level	MAC		MAC		MAC		MAC		MAC	
Waiting Period (Timely Entrant)	None		None		None		None		None	
Rate Guarantee	Expires 9/30/2025		Expires 9/30/2026		Expires 9/30/2026*		Expires 9/30/2027*		Expires 9/30/2028	
Monthly Rates										
Employee Only	192	\$26.78		\$26.78		\$24.73		\$24.87		\$25.44
Employee + Spouse	62	\$53.66		\$53.66		\$49.55		\$49.83		\$50.98
Employee + Children	47	\$56.88		\$56.88		\$52.52		\$52.82		\$54.04
Employee + Family	49	\$87.73		\$87.73		\$81.01		\$81.47		\$83.34
Monthly Premium	350	\$15,441		\$15,441		\$14,258		\$14,339		\$14,669
Annual Premium		\$185,290		\$185,290		\$171,098		\$172,069		\$176,025
\$ Increase / \$ Decrease		-		\$0		-\$14,191		-\$13,221		-\$9,264
% Increase / % Decrease		-		0.0%		-7.7%		-7.1%		-5.0%

Enrollment from Bentek as of 6/1/25

*5.5% Rate Cap in year 2, 6% Rate Cap in year 3, and 6.5% Rate Cap in

*7% Rate Cap in year 3.
 *Rates contingent on package sale.

*10% Rate Cap in year 4.

City of Tarpon Springs
Voluntary Vision Insurance RFP Evaluation
Effective Date: October 1, 2025



	Current		Renewal		Alternate #1		Alternate #2		Alternate #3	
Schedule of Benefits	EyeMed EyeMed Insight		EyeMed EyeMed Insight		Aetna Aetna Vision Preferred		Cigna EyeMed Insight		Florida Blue BlueVision	
Exams	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam	\$10	Up to \$40	\$10	Up to \$40	\$10	Up to \$38	\$10	Up to \$45	\$10	Up to \$40
Retinal Imaging	Up to \$39	Not covered	Up to \$39	Not covered	Up to \$39	Not covered	Up to \$39	Not covered	Up to \$39	Not covered
Contact Lens Exam (Standard Fit/Follow-up)	Up to \$40	Not covered	Up to \$40	Not covered	Up to \$40	Not covered	Up to \$40	Not covered	Up to \$40	Not covered
Frequency of Services										
Examination	12 Months		12 Months		12 Months		12 Months		12 Months	
Lenses	12 Months		12 Months		12 Months		12 Months		12 Months	
Frames	24 Months		24 Months		24 Months		24 Months		24 Months	
Contact Lenses	12 Months		12 Months		12 Months		12 Months		12 Months	
Lenses										
Single	\$20	Up to \$30	\$20	Up to \$30	\$10	Up to \$28	\$20	Up to \$32	\$20	Up to \$30
Bifocal	\$20	Up to \$50	\$20	Up to \$50	\$10	Up to \$44	\$20	Up to \$55	\$20	Up to \$50
Trifocal	\$20	Up to \$70	\$20	Up to \$70	\$10	Up to \$72	\$20	Up to \$65	\$20	Up to \$70
Lentical	\$20	Up to \$70	\$20	Up to \$70	\$10	Up to \$72	\$20	Up to \$80	\$20	Up to \$70
Standard Progressive	\$85	Up to \$50	\$85	Up to \$50	\$75	Up to \$44	\$65	Not Covered	\$65	Up to \$50
Polycarbonate (up to age 19)	No Charge	Up to \$32	No Charge	Up to \$32	No Charge	Up to \$35	No Charge	Not Covered	\$35	Not Covered
Frames										
Retail	\$0 Copay, \$150 allowance, 20% off balance	Up to \$91	\$0 Copay, \$150 allowance, 20% off balance	Up to \$91	\$0 Copay, \$150 allowance, 20% off balance	Up to \$75	\$0 Copay, \$120 allowance, 20% off balance	Up to \$66	\$0 Copay, \$150 allowance, 20% off balance	Up to \$60
Contact Lenses	In lieu of eyeglass lenses		In lieu of eyeglass lenses		In lieu of eyeglass lenses		In lieu of eyeglass lenses		In lieu of eyeglass lenses	
Conventional	\$0 Copay, \$150 allowance, 15% off balance	Up to \$130	\$0 Copay, \$150 allowance, 15% off balance	Up to \$130	\$0 Copay, \$150 allowance, 15% off balance	Up to \$120	\$0 Copay, \$150 allowance, 15% off balance	Up to \$120	\$0 Copay, \$150 allowance, 15% off balance	Up to \$130
Disposable	\$0 Copay, \$150 allowance	Up to \$130	\$0 Copay, \$150 allowance	Up to \$130	\$0 Copay, \$150 allowance	Up to \$120	\$0 Copay, \$150 allowance	Up to \$120	\$0 Copay, \$150 allowance	Up to \$130
Medically Necessary	No Charge	Up to \$210	No Charge	Up to \$210	No Charge	Up to \$200	No Charge	Up to \$210	No Charge	Up to \$215
Rate Guarantee	Expires 9/30/2025		Expires 9/30/2029		Expires 9/30/2029		Expires 9/30/2029		Expires 9/30/2026	
Monthly Rates										
Employee Only 136	\$6.31		\$6.31		\$6.27		\$6.72		\$4.90	
Employee + Spouse 43	\$11.99		\$11.99		\$11.91		\$12.77		\$8.82	
Employee + Child(ren) 19	\$12.62		\$12.62		\$12.54		\$13.44		\$9.31	
Employee + Family 38	\$18.56		\$18.56		\$18.44		\$19.76		\$14.71	
Monthly Premium 236	\$2,319		\$2,319		\$2,304		\$2,469		\$1,782	
Annual Premium	\$27,825		\$27,825		\$27,646		\$29,631		\$21,378	
\$ Increase / \$ Decrease	-		\$0		-\$180		\$1,806		-\$6,447	
% Increase / % Decrease	-		0.0%		-0.6%		6.5%		-23.2%	

Enrollment from Bentek as of 6/1/25

*Frame allowance at Costco is \$75, no additional coverage after allowance.
 *Rates contingent on package sale.

City of Tarpon Springs
Medical Insurance RFP Evaluation
Effective Date: October 1, 2025



	Current		Renewal		Alternate #1		Alternate #2		Alternate #3	
Schedule of Benefits	FMIT		FMIT		Aetna		Cigna		Florida Blue	
	UHC Choice Plus Plan 15 with Clinic		UHC Choice Plus Plan 15 w/out Clinic		Managed Choice Plan		OAP Plan with Clinic Solution		BlueOptions Plan 03766	
Calendar Year Deductible (CYD)	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Single	\$250	\$500	\$250	\$500	\$250	\$500	\$250	\$500	\$250	\$500
Family	\$500	\$1,000	\$500	\$1,000	\$500	\$1,000	\$500	\$1,000	\$500	\$1,000
Annual Out of Pocket Maximum (OOP)										
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance (Member)	10%	30%	10%	30%	10%	30%	10%	30%	10%	30%
Office Visit										
Primary Care Physician Office Visit	\$20	30% after CYD	\$20	30% after CYD	\$20	30% after CYD	\$0	30% after CYD	VCP: \$0/\$20	30% after CYD
Preventive Care	\$0	Not Covered	\$0	Not Covered	\$0	30% after CYD	\$0	30% after CYD	\$0	30%
Virtual Visit / Telemedicine (PCP)	\$0	Not Covered	\$0	Not Covered	CVS: \$0/\$20	Not Covered	\$0	30% after CYD	\$0	Not Covered
Specialist Office Visit	\$40	30% after CYD	\$40	30% after CYD	\$40	30% after CYD	\$40	30% after CYD	VCP: \$20/\$40	30% after CYD
Non Hospital Services										
Independent Clinical Lab	\$0	30% after CYD	\$0	30% after CYD	\$0	30% after CYD	\$0	30% after CYD	\$0	30% after CYD
X-rays	\$0	30% after CYD	\$0	30% after CYD	\$0	30% after CYD	\$0	30% after CYD	\$50	30% after CYD
Advanced Imaging - CT, PET, MRI	\$100	30% after CYD	\$100	30% after CYD	\$100	30% after CYD	\$100	\$200	VCP: \$20/\$100	30% after CYD
Urgent Care Center	\$50	30% after CYD	\$50	30% after CYD	\$50	30% after CYD	\$50	30% after CYD	VCP Visits 1-2:	\$50 + CYD
Outpatient Surgery at Surgical Center	\$100	30% after CYD	\$100	30% after CYD	\$100	30% after CYD	CYD	30% after CYD	\$0/\$50	
Physician Services at Surgical Center	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	\$100	30% after CYD
Hospital Services									\$0	\$0
Inpatient Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Hospital	\$100	30% after CYD	\$100	30% after CYD	10% after CYD	30% after CYD	CYD	30% after CYD	\$100	30% after CYD
Physician Services at Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	\$0	\$0
Emergency Room	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Mental Health/Substance Abuse Service										
Abuse Service										
Inpatient Hospital	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD	\$0	30%
Outpatient Services	\$20	30% after CYD	\$20	30% after CYD	\$0	30% after CYD	\$0	30% after CYD	\$0	30%
Office Visit	\$20	30% after CYD	\$20	30% after CYD	\$20	30% after CYD	\$0	30% after CYD	\$0	30%
Prescription Drug Benefit										
Rx OOP Maximum (PPPM)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$200	N/A
Tier 1	\$10	Tier Copay +	\$10	Tier Copay +	\$10		\$10		\$10	
Tier 2	\$35	Difference to	\$35	Difference to	\$35	Tier Copay	\$35	50%	\$35	50%
Tier 3	\$60	Network Cost	\$60	Difference to	\$60		\$60		\$60	
Tier 4 (Specialty)	\$10 / \$35 / \$60		\$10 / \$35 / \$60	Network Cost	\$10 / \$35 / \$60		\$10 / \$35 / \$60		N/A	
Mail Order - 90 day supply	2.5x Retail	Not Covered	2.5x Retail	Not Covered	2.5x Retail	Not Covered	2.5x Retail	Not Covered	2.5x Retail	50%
Monthly Rates										
Employee Only	196	\$974.01	\$925.31	\$1,049.56	\$979.13	\$842.95				
Employee + Spouse	45	\$1,865.81	\$1,772.52	\$2,010.53	\$1,876.02	\$1,921.95				
Employee + Child(ren)	47	\$1,750.29	\$1,662.78	\$1,886.05	\$1,759.50	\$1,685.93				
Employee + Family	43	\$2,642.14	\$2,510.03	\$2,847.08	\$2,656.39	\$2,697.48				
Monthly Premium	331	\$470,743	\$447,206	\$507,256	\$473,252	\$446,936				
Annual Premium		\$5,648,917	\$5,366,473	\$6,087,077	\$5,679,020	\$5,363,236				
\$ Increase / \$ Decrease		-	-\$282,443	\$438,160	\$30,103	-\$285,681				
% Increase / % Decrease		-	-5.0%	7.8%	0.5%	-5.1%				

Enrollment from Bentek as of 6/1/25

*Includes \$10,000 Wellness Fund,
\$10,000 Implementation Fund, and
\$5,000 Communication Fund.

*Includes \$25,000 Wellness Fund,
\$5,000 Technology Fund, and \$3,000
COBRA Fund.

*\$50,000 Wellness Fund (\$100,000 if
Medical, Dental, and Vision are sold as
a package).

City of Tarpon Springs
RFP Caveats/Highlights
Effective Date: October 1, 2025

	FMIT	Aetna	Cigna	Florida Blue
Implementation Credit	N/A	\$10,000	N/A	N/A
Wellness Funds	Hometown Health Program with Incentive Program	\$10,000	\$25,000	\$50,000 (\$100,000 if Medical, Dental, and Vision are sold as a package)
COBRA Funds	N/A		\$3,000	N/A
Technology/Communication Funds	N/A	\$5,000	\$10,000	N/A
Rx Formulary	Optum Rx	Advanced Control	Legacy	Full Open Formulary
Rates	N/A	N/A	Rates contingent on package sale	N/A

City of Tarpon Springs
Provider Disruption Analysis - Medical
Sorted by Paid Claims
Experience Period: April 2024 - March 2025



Sorted By:

	Provider Name	City	State	Zip Code	Claims	Claimants	Net Paid	FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
1	ADVENTHEALTH NORTH PINELLAS	TARPON SPRINGS	FL	34689	71	47	\$421,896	YES	YES	YES	YES	YES
2	MEASE COUNTRYSIDE HOSPITAL	SAFETY HARBOR	FL	34695	40	31	\$171,608	YES	YES	YES	YES	YES
3	HCA FLORIDA TRINITY HOSPITAL	TRINITY	FL	34655	34	28	\$158,495	YES	YES	YES	YES	YES
4	MORTON PLANT HOSPITAL	CLEARWATER	FL	33756	19	9	\$143,949	YES	YES	YES	YES	YES
5	HCA FLORIDA BAYONET POINT HOSPITAL	HUDSON	FL	34667	17	6	\$123,674	YES	YES	YES	YES	YES
6	RAI LAKEVIEW CLEARWATER	CLEARWATER	FL	33756	14	1	\$117,907	YES	YES	YES	YES	YES
7	ADVENTHEALTH TAMPA	TAMPA	FL	33613	5	1	\$86,637	YES	YES	YES	YES	YES
8	TAMPA GENERAL HOSPITAL	TAMPA	FL	33606	7	5	\$68,219	YES	YES	YES	YES	YES
9	MORTON PLANT NORTH BAY HOSP	LUTZ	FL	33549	9	8	\$59,847	YES	YES	YES	YES	YES
10	ORLANDO HEALTH ARNOLD PALMER HOSPITAL	ORLANDO	FL	32806	2	1	\$41,418	YES	YES	YES	YES	YES
11	COUNTRYSIDE SURGERY CENTER LTD	CLEARWATER	FL	33761	7	6	\$35,925	YES	YES	YES	YES	YES
12	MEASE DUNEDIN HOSPITAL	DUNEDIN	FL	34698	7	5	\$34,922	YES	YES	YES	YES	YES
13	GENOA HEALTHCARE LLC	SIERRA VISTA	AZ	85635	4	1	\$26,825	YES	YES	YES	YES	NO
14	BAYCARE OUTPATIENT IMAGING	CLEARWATER	FL	33756	69	51	\$25,465	YES	YES	YES	YES	YES
15	IVX HEALTH	TAMPA	FL	33618	9	1	\$24,874	YES	YES	YES	YES	YES
16	ROHAN CHAWLA	PALM HARBOR	FL	34684	15	1	\$23,677	YES	YES	YES	YES	YES
17	TAMPA BAY JOINT AND SPINE SURGERY CENTER	CLEARWATER	FL	33763	1	1	\$21,349	YES	YES	YES	YES	YES
18	JOHNS HOPKINS ALL CHILDREN'S HOSPITAL	SAINT PETERSBURG	FL	33701	6	5	\$20,959	YES	YES	YES	YES	YES
19	ADVANCED SURGICAL CARE OF CLEARWATER LLC	CLEARWATER	FL	33759	1	1	\$20,579	YES	YES	YES	YES	YES
20	WESTCOAST NEONATOLOGY INC	SAINT PETERSBURG	FL	33701	23	2	\$19,625	YES	YES	YES	YES	YES
21	TAMPA BAY EMERGENCY PHYSICIANS LLC	BRANDON	FL	33511	50	38	\$19,182	YES	YES	YES	YES	YES
22	RENOWN REGIONAL MEDICAL CENTER	RENO	NV	89502	4	1	\$19,018	YES	YES	YES	YES	NO
23	PINELLAS COUNTY ANESTHESIA LLC	DUNEDIN	FL	34698	35	19	\$18,021	YES	YES	YES	NO	NO
24	BAYCARE SURGERY CENTER	TRINITY	FL	34655	9	7	\$16,876	YES	YES	YES	YES	YES
25	TAMPA VAMC	PORT RICHEY	FL	34668	12	1	\$15,478	YES	YES	YES	YES	YES

City of Tarpon Springs
Provider Disruption Analysis - Medical

Sorted by Paid Claims

Experience Period: April 2024 - March 2025



Sorted By:

	Provider Name	City	State	Zip Code	Claims	Claimants	Net Paid	FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
26	EMERGENCY MEDICINE SERVICES OF FL LLC	PORT CHARLOTTE	FL	33953	43	32	\$15,056	YES	YES	YES	YES	YES
27	HCA FLORIDA OAK HILL HOSPITAL	BROOKSVILLE	FL	34613	3	1	\$14,624	YES	YES	YES	YES	YES
28	BAYCARE OUTPATIENT IMAGING	CLEARWATER	FL	33756	48	32	\$14,505	YES	YES	YES	YES	YES
29	ZOLL SERVICES INC	PITTSBURGH	PA	15238	5	1	\$14,131	YES	YES	YES	YES	YES
30	SURGCENTER DUNEDIN	DUNEDIN	FL	34698	2	2	\$13,712	YES	YES	YES	YES	YES
31	CVS SPECIALTY	REDLANDS	CA	92374	1	1	\$13,628	YES	YES	YES	YES	YES
32	QUEST DIAGNOSTICS INC	SAINT LOUIS	MO	63146	442	139	\$13,271	YES	YES	YES	YES	YES
33	HCA FLORIDA BRANDON HOSPITAL	BRANDON	FL	33511	1	1	\$10,770	YES	YES	YES	YES	YES
34	HCA FLORIDA NORTH FLORIDA HOSPITAL	GAINESVILLE	FL	32605	3	1	\$10,098	YES	YES	YES	YES	YES
35	DAVID A LAM	TARPON SPRINGS	FL	34689	86	45	\$10,098	YES	YES	YES	YES	YES
36	PEDIATRIC SURGERY CENTER ODESSA LLC	ODESSA	FL	33556	3	3	\$9,563	YES	YES	YES	YES	YES
37	LABORATORY CORPORATION OF AMERICA	BURLINGTON	NC	27216	280	93	\$9,057	YES	YES	YES	YES	NO
38	EXACT SCIENCES LABORATORIES LLC	FITCHBURG	WI	53713	18	18	\$8,244	YES	YES	YES	YES	YES
39	JEFF DAVIS HOSPITAL	HAZLEHURST	GA	31539	7	1	\$8,235	YES	YES	YES	YES	NO
40	STEVEN C MIRABELLO	PALM HARBOR	FL	34684	45	4	\$7,985	YES	YES	YES	YES	YES
41	LEAH OBRINGER	BRANDON	FL	33510	17	1	\$7,917	YES	YES	YES	NO	NO
42	ANESTHESIA MANAGEMENT SOLUTIONS LLC	PENSACOLA	FL	32501	9	9	\$7,902	YES	YES	YES	YES	NO
43	NORTH PINELLAS SURGERY CTR LLC	DUNEDIN	FL	34698	15	15	\$7,855	YES	YES	YES	YES	YES
44	ADVENTHEALTH WESLEY CHAPEL	WESLEY CHAPEL	FL	33544	2	2	\$7,430	YES	YES	YES	YES	YES
45	BRIAN A PHILLPOTTS	TARPON SPRINGS	FL	34689	6	1	\$7,387	YES	YES	YES	YES	YES
46	MORTON PLANT MEASE DIAGNOSTIC CARDIOLOGY	SAFETY HARBOR	FL	34695	14	9	\$7,357	YES	YES	YES	YES	YES
47	SANG H CHOI	PALM HARBOR	FL	34684	36	6	\$7,210	YES	YES	YES	YES	YES
48	COASTLINE EMERGENCY PHYSICIANS	SAFETY HARBOR	FL	34695	24	21	\$7,166	YES	YES	YES	YES	YES
49	PHT JACKSON MEMORIAL HOSPITAL	MIAMI	FL	33136	3	1	\$7,136	YES	YES	YES	YES	YES
50	STEPHANIE NICOLE COCHRAN	PALM HARBOR	FL	34683	33	8	\$7,025	YES	YES	YES	YES	YES

City of Tarpon Springs
Provider Disruption Analysis - Medical
Sorted by Paid Claims
Experience Period: April 2024 - March 2025



Sorted By:

	Provider Name	City	State	Zip Code	Claims	Claimants	Net Paid	FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
51	VACCINE GENOA	RENTON	WA	98057	1	1	\$6,756	YES	YES	YES	YES	NO
52	MONICA KHARBANDA	CLEARWATER	FL	33761	36	4	\$6,733	YES	YES	YES	YES	YES
53	SMARTCARE PALM HARBOR LLC	PALM HARBOR	FL	34683	2	2	\$6,663	YES	YES	NO	YES	YES
54	OPTUM PHARMACY 702	JEFFERSONVILLE	IN	47130	6	3	\$6,539	YES	YES	YES	NO	NO
55	MINUTECLINIC LLC	ROCKVILLE	MD	20854	86	50	\$6,507	YES	YES	YES	YES	YES
56	TAMPA VAMC	PORT RICHEY	FL	34668	7	3	\$6,454	YES	YES	YES	YES	YES
57	BAY AREA ANESTHESIA LLC	LARGO	FL	33777	26	12	\$6,295	YES	YES	YES	YES	YES
58	BAYCARE HOMECARE INC	LARGO	FL	33773	9	2	\$6,224	YES	YES	YES	YES	YES
59	EQUBAL E KALANI	TARPON SPRINGS	FL	34689	37	8	\$6,033	YES	YES	YES	YES	YES
60	NEW PORT RICHEY SURG CTR AT TRINITY LTD	TRINITY	FL	34655	3	3	\$5,831	YES	YES	YES	YES	YES
61	RYAN BROSCH	CLEARWATER	FL	33756	4	2	\$5,755	YES	YES	YES	YES	YES
62	NUFACTOR	TEMECULA	CA	92590	6	3	\$5,729	YES	YES	YES	YES	NO
63	ADVENTHEALTH CENTRA CARE	KISSIMMEE	FL	34746	34	19	\$5,693	YES	YES	YES	YES	YES
64	PETER JAMES HOWARD	PALM HARBOR	FL	34684	30	2	\$5,642	YES	YES	YES	YES	YES
65	NARAYANA MURTHY S RATTEHALLI	HUDSON	FL	34667	45	1	\$5,321	YES	YES	YES	YES	YES
66	BAYCARE OUTPATIENT IMAGING	TAMPA	FL	33607	10	5	\$5,312	YES	YES	YES	YES	YES
67	BAYCARE DME	LARGO	FL	33773	30	9	\$5,291	YES	YES	YES	YES	YES
68	JONATHAN PAWSON	MIAMI	FL	33130	27	1	\$5,162	YES	YES	YES	YES	YES
69	MORTON PLANT HOSPITAL ADLER INSTITUTE	CLEARWATER	FL	33756	147	45	\$4,830	YES	YES	YES	YES	YES
70	SAFETY HARBOR SURGERY CENTER LLC	CLEARWATER	FL	33761	3	3	\$4,785	YES	YES	YES	YES	YES
71	JENNIFER WATSON	SAFETY HARBOR	FL	34695	16	7	\$4,616	YES	YES	YES	YES	YES
72	ROGERS BEHAVIORAL HEALTH TN INC INC	TAMPA	FL	33609	1	1	\$4,455	YES	YES	YES	YES	YES
73	INTEGRATED REGIONAL LABORATORIES	PANAMA CITY	FL	32405	63	27	\$4,349	YES	YES	YES	YES	YES
74	MORI BEAN & BROOKS PA	ODESSA	FL	33556	56	28	\$4,315	YES	YES	YES	YES	YES
75	FLEMING ISLAND ANESTHESIA LLC	FLEMING ISLAND	FL	32003	5	5	\$4,243	YES	YES	YES	YES	YES

City of Tarpon Springs
Provider Disruption Analysis - Medical
Sorted by Paid Claims
Experience Period: April 2024 - March 2025

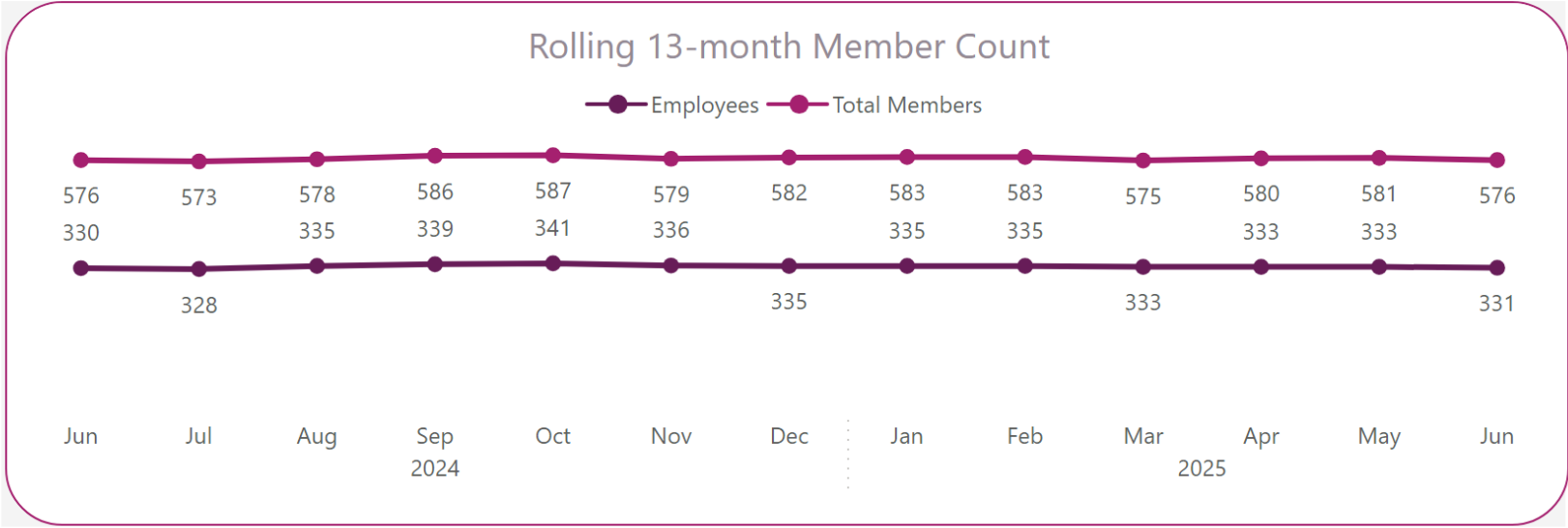
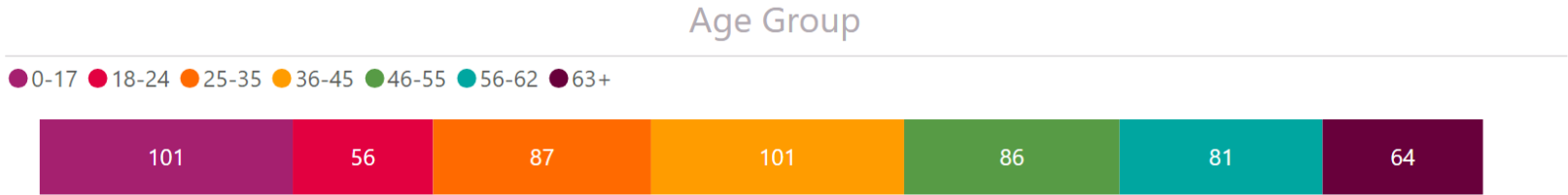
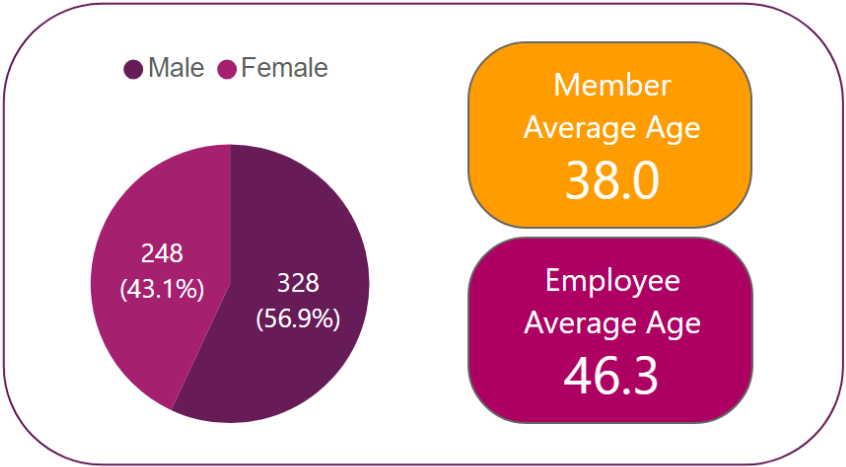
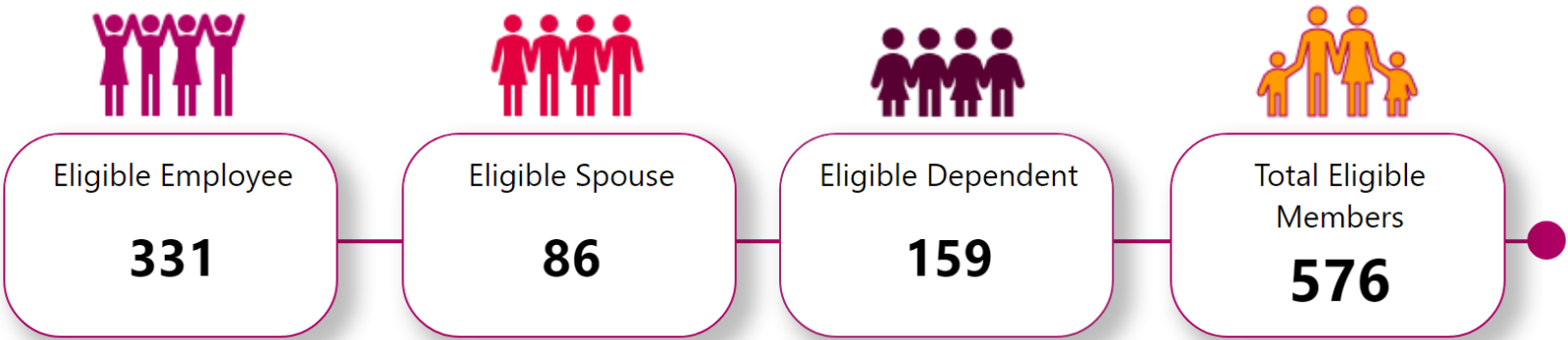


Sorted By:

	Provider Name	City	State	Zip Code	Claims	Claimants	Net Paid	FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
76	SHARI LINGER	TARPON SPRINGS	FL	34689	48	5	\$4,204	YES	YES	YES	YES	YES
77	BYRAM HEALTHCARE CENTERS INC	WHITE PLAINS	NY	10605	8	2	\$4,198	YES	YES	YES	YES	YES
78	SUNSHINE STATE ANESTHESIA PART	TAMPA	FL	33609	7	4	\$4,132	YES	YES	YES	YES	YES
79	BAY PINES VAMC	SAINT PETERSBURG	FL	33708	5	1	\$4,109	YES	YES	YES	YES	YES
80	BAYCARE URGENT CARE LLC	ST PETE BEACH	FL	33706	36	28	\$4,089	YES	YES	YES	YES	YES
81	AKUMIN	ORLANDO	FL	32810	28	21	\$4,067	YES	YES	YES	YES	YES
82	NATERA INC	SAN CARLOS	CA	94070	5	4	\$4,062	YES	YES	YES	YES	NO
83	NORTHWOOD ANESTHESIA ASSOCIATES LLC	TAMPA	FL	33613	8	5	\$4,016	YES	YES	YES	YES	YES
84	CRISTINE S VELAZCO	ORLANDO	FL	32806	4	1	\$3,920	YES	YES	YES	YES	YES
85	MICHELE L SHUTT	TARPON SPRINGS	FL	34689	153	15	\$3,855	YES	NO	NO	NO	NO
86	ADVENTHEALTH ZEPHYRHILLS	WESLEY CHAPEL	FL	33543	1	1	\$3,795	YES	YES	YES	YES	YES
87	ADAM KOPIEC	NEW PORT RICHEY	FL	34655	10	3	\$3,661	YES	YES	YES	YES	YES
88	LEGACY SURGERY CENTER	TAMPA	FL	33625	1	1	\$3,650	YES	YES	YES	YES	YES
89	BAY PINES VAMC	SAINT PETERSBURG	FL	33708	8	3	\$3,646	YES	YES	YES	YES	YES
90	GINA P WASHINGTON	TAMPA	FL	33607	3	1	\$3,644	YES	YES	YES	YES	YES
91	CRAIG W BURNS	PALM HARBOR	FL	34683	38	7	\$3,638	YES	YES	YES	YES	YES
92	KENNETH H YAMAMURA	TAMPA	FL	33613	2	1	\$3,572	YES	YES	YES	YES	YES
93	ST JOSEPHS HOSPITAL INC	TAMPA	FL	33607	1	1	\$3,569	YES	YES	YES	YES	YES
94	ANJALI G SHETTY	PALM HARBOR	FL	34684	3	1	\$3,567	YES	YES	YES	YES	YES
95	IRIANA P BELONGIE	TAMPA	FL	33615	29	21	\$3,524	YES	YES	YES	YES	YES
96	SANG H CHOI	PALM HARBOR	FL	34684	14	5	\$3,368	YES	YES	YES	YES	YES
97	RONALD L PEAL	SAFETY HARBOR	FL	34695	27	1	\$3,359	YES	YES	YES	YES	YES
98	RAMI M AKEL	HUDSON	FL	34667	13	2	\$3,355	YES	YES	YES	YES	YES
99	CHRISTOPHER A REYHER	HUDSON	FL	34667	24	3	\$3,342	YES	YES	YES	YES	YES
100	NORTHWOOD ANESTHESIA ASSOCIATES LLC	TAMPA	FL	33613	6	6	\$3,265	YES	YES	YES	YES	YES

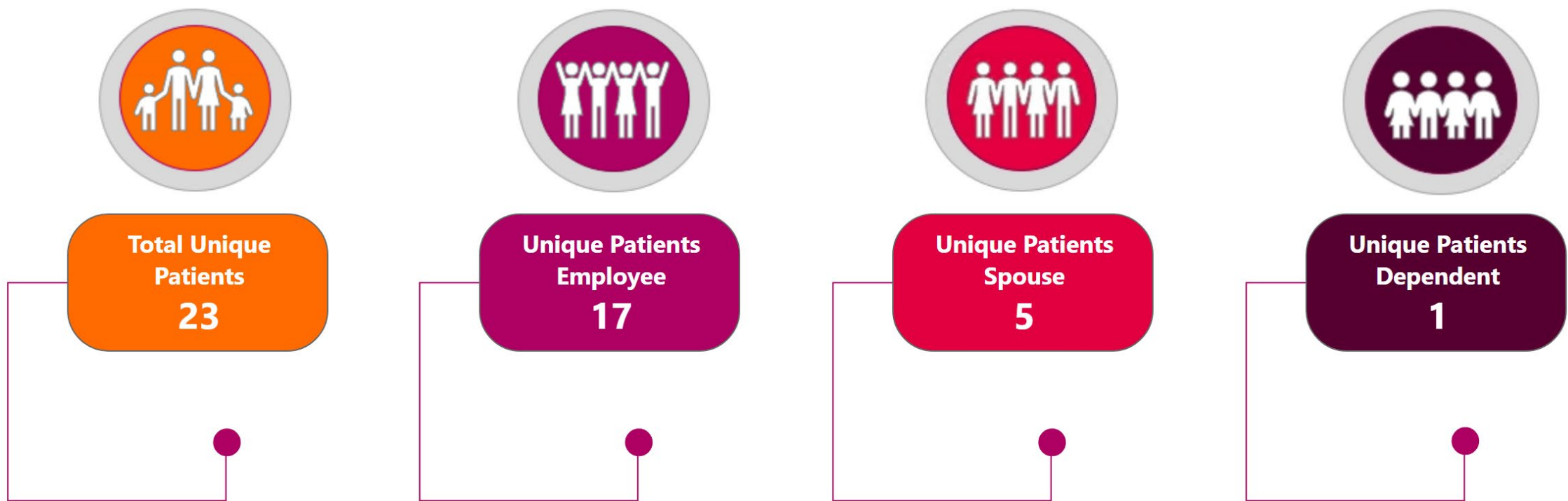
Top 100 Provider Analysis						
		FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
Top 100 Provider Analysis	In Network Providers	100	99	98	96	88
	Out of Network Providers	0	1	2	4	12
	Total Providers	100	100	100	100	100
	% of In Network Providers	100%	99%	98%	96%	88%
Complete Analysis (1,438 Providers)						
		FMIT	Aetna	Cigna	FL Blue (BlueSelect)	FL Blue (BlueCare)
Complete Analysis	In Network Providers	1,405	1,421	1,414	1,366	1,243
	Out of Network Providers	33	17	24	72	195
	Total Providers	1,438	1,438	1,438	1,438	1,438
	% of In Network Providers	98%	99%	98%	95%	86%

Eligibility



Unique Patients

Visit Type	Count
Health Care Provider Visit	21
Lab, Injection, Other	6
Total	23

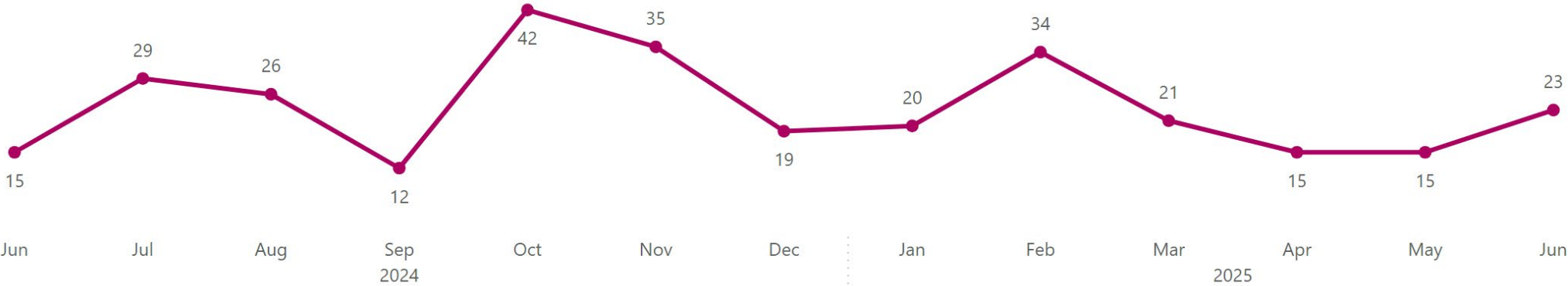


Health Center Utilization by Relationship



Relationship Visit Type	Employee		Spouse		Dependent		Total	
	Unique Patients	Visits	Unique Patients	Visits	Unique Patients	Visits	Unique Patients	Visits
Health Care Provider Visit	15	17	5	6	1	1	21	24
Lab, Injection, Other	4	4	2	2			6	6
Total	17	21	5	8	1	1	23	30

Rolling 13-month Unique Patients



OPTION ONE: CURRENT CLINIC HOURS

Ongoing Operating Costs	Year 1 Monthly Fee	Year 1
ONGOING LABOR FEES		
Primary Care Physician - 20 hours/week, aka, 0.5 FTE	\$10,833.33	\$130,000
Medical Assistant - 20 hours/week, aka, 0.5 FTE	\$1,906.67	\$22,880
Staff Benefits	\$3,567.17	\$42,806
Backfill Coverage	\$1,146.58	\$13,759
Professional Liability	\$250.00	\$3,000
Continued Education Health Professional	\$375.00	\$4,500
Licenses & Dues	\$166.67	\$2,000
Subtotal Ongoing Labor Fees	\$18,245.42	\$218,945
ONGOING OPERATING FEES		
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$903.46	\$10,842
General And Administrative	\$4,196.42	\$50,357
Management Fee	\$2,736.83	\$32,842
Subtotal Ongoing Operating Fees	\$7,836.71	\$94,041
Subtotal Fixed Ongoing Operating Costs	\$26,082.13	\$312,986
ESTIMATED VARIABLE COSTS		
Estimated Biohazard Waste Removal	\$233.33	\$2,800
Estimated Personal Health Assessments	\$400.00	\$4,800
Estimated Flu Prevention	\$500.00	\$6,000
Estimated Marketing Materials	\$41.67	\$500
Estimated Laboratory Services	\$316.67	\$3,800
Estimated On-site dispensed medications	\$416.67	\$5,000
Estimated Mail order medications	\$1,166.67	\$14,000
Estimated Medical Supplies	\$375.00	\$4,500
Estimated Other: Office supplies, postage, etc.	\$425.00	\$5,100
Subtotal Estimated Ongoing Variables Costs	\$3,875.01	\$46,500
Total Estimated Clinic Cost	\$29,957.14	\$359,486

OPTION TWO: EXPANDED CLINIC HOURS

Ongoing Operating Costs	Year 1 Monthly Fee	Year 1
ONGOING LABOR FEES		
Primary Care Physician - 32 hours/week, aka, 0.8 FTE	\$17,333.33	\$208,000
Medical Assistant - 32 hours/week, aka, 0.8 FTE	\$3,050.67	\$36,608
Staff Benefits	\$5,707.50	\$68,490
Backfill Coverage	\$1,834.58	\$22,015
Professional Liability	\$250.00	\$3,000
Continued Education Health Professional	\$375.00	\$4,500
Licenses & Dues	\$166.67	\$2,000
Subtotal Ongoing Labor Fees	\$28,717.75	\$344,613
ONGOING OPERATING FEES		
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$903.46	\$10,842
General And Administrative	\$6,605.08	\$79,261
Management Fee	\$4,307.67	\$51,692
Subtotal Ongoing Operating Fees	\$11,816.21	\$141,795
Subtotal Fixed Ongoing Operating Costs	\$40,533.96	\$486,408
ESTIMATED VARIABLE COSTS		
Estimated Biohazard Waste Removal	\$233.33	\$2,800
Estimated Personal Health Assessments	\$400.00	\$4,800
Estimated Flu Prevention	\$500.00	\$6,000
Estimated Marketing Materials	\$41.67	\$500
Estimated Laboratory Services	\$316.67	\$3,800
Estimated On-site dispensed medications	\$416.67	\$5,000
Estimated Mail order medications	\$1,166.67	\$14,000
Estimated Medical Supplies	\$375.00	\$4,500
Estimated Other: Office supplies, postage, etc.	\$425.00	\$5,100
Subtotal Estimated Ongoing Variables Costs	\$3,875.01	\$46,500
Total Estimated Clinic Cost	\$44,408.97	\$532,908



GEHRING GROUP
A RISK STRATEGIES COMPANY

Tarpon Springs Employee Benefits Review

Presented by:
Shawn Fleming, CSFS®
Senior Benefits Consultant
August 12th, 2025



The Landscape

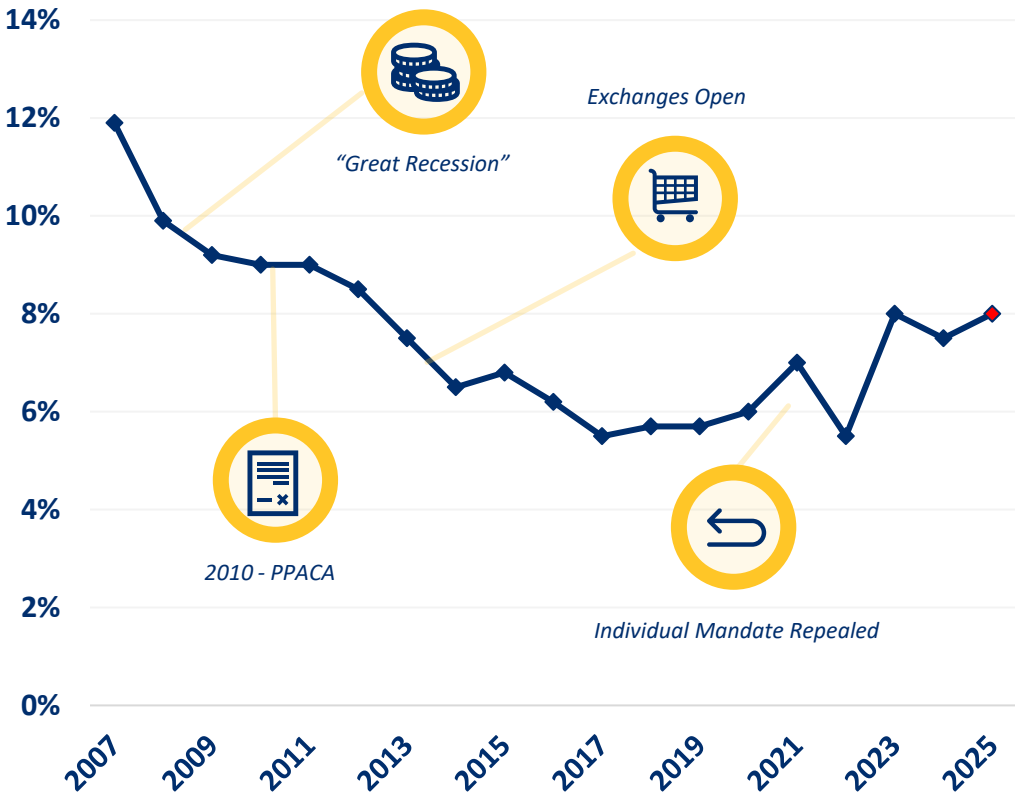


Medical costs continue to increase at rates significantly higher than Consumer Price Index
PwC projects 2025 national trend to increase to 8.0%



Florida trends are higher (3% on average) than national averages

PwC – Medical Trend



2024-2025 are Estimates. PwC annual Medical Cost Trend Report: Behind the Numbers 2025.

Plan and Market Cost Drivers



Industry costs have increased significantly post Covid



Cancer claims have increased in both frequency and cost, driven by new oral medications



New GLP-1 diabetes medications are driving significant costs across all medical plans with monthly costs often exceeding \$1,000 per script per month



Background

- The City is Fully Insured for all lines of coverage

Coverage	Current Carrier
Medical	Florida Municipal Insurance Trust / UnitedHealthcare
Onsite Medical Clinic	Florida Municipal Insurance Trust / CareATC
Dental	MetLife
Vision	EyeMed
Life Basic and Voluntary	The Hartford
Short-Term Disability	The Hartford
Long-Term Disability	The Hartford
Flexible Spending Accounts/COBRA Administration	Upswing (previously known as Benefits Workshop)
EAP	Florida Municipal Insurance Trust / UnitedHealthcare



Schedule of Benefits

Benefit	UnitedHealthcare In-Network	UnitedHealthcare Out-of-Network
Deductible (EE/FM)	\$250 / \$500	\$500 / \$1,000
Out of Pocket Max (EE/FM)	\$2,500 / \$5,000	\$5,000 / \$10,000
Primary Care Visit	\$20	30% after CYD
Specialist Visit	\$40	30% after CYD
Virtual Visit/Telemedicine	\$0	Not Covered
Urgent Care	\$50	30% after CYD
Emergency Room	\$150	\$150
Advanced Imaging	\$100	30% after CYD
Inpatient Hospital	10% after CYD	30% after CYD
Outpatient Hospital	\$100	30% after CYD
Physician Services at Hospital	10% after CYD	30% after CYD
Pharmacy	\$10 / \$35 / \$60	Tier Copay + Difference to Network Cost



Claims Experience Update



2024-25 plan year claims have increased 38%

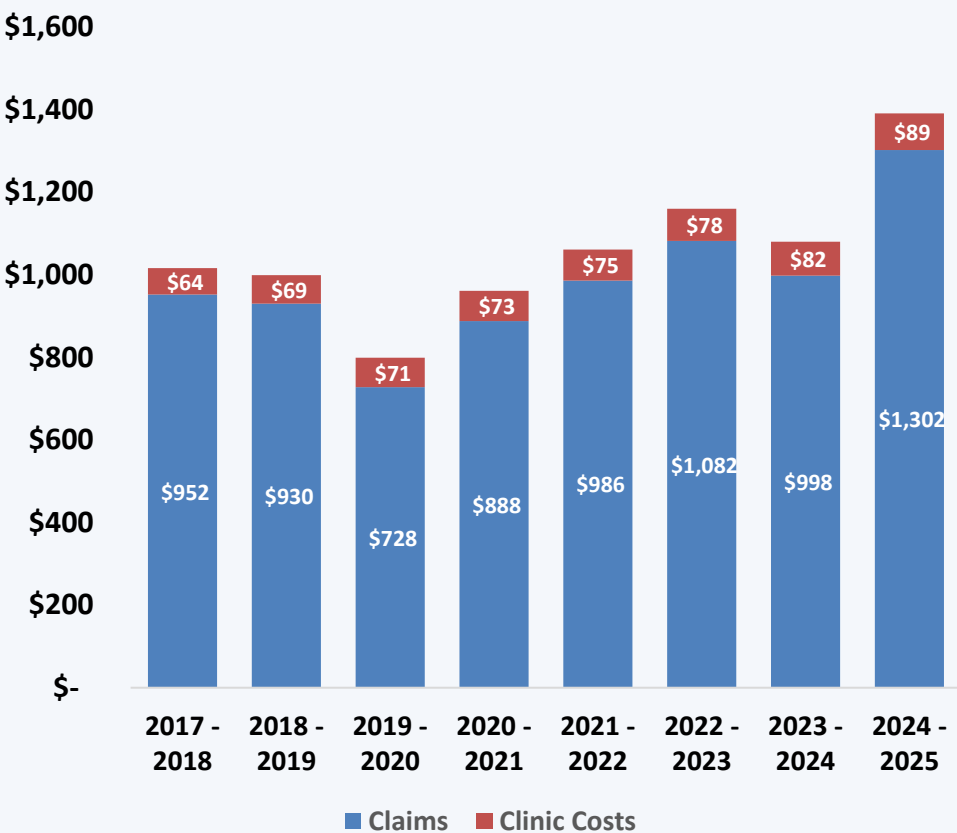


Average increases for Florida are 9% - 13%, compared to 7% nationally.



91% loss ratio, before clinic costs (includes catastrophic)

Claims Per Employee Per Month
Health Plan and Health Center



Clinic cost estimates are based on historical pricing and may vary year to year

Cost Drivers



Medical claims for 2024-25 plan year have **increased 38.4%**
Pharmacy costs represents 29.5% of plan spend



Catastrophic claims are higher than past years, with
7 claimants exceeding \$100,000 (through June 2025)*
**3 claimants are no longer plan participants*



Pharmaceutical costs are rising due to new pharmaceuticals for the treatment of cancer, diabetes, and auto-immune disorders



Renewal Projections

- Independent renewal projection called for an **8.3%** increase based on claims history
 - 91% loss ratio (ratio of claims paid vs. premium collected – without health center costs)
 - Assumed continuation of health center
 - 3 large claimants no longer on the plan
 - 3 large claims are not ongoing
- RFP released in May 2025



Request for Proposals

- In 2020, an RFP was conducted for all lines of coverage
 - 25 proposals were received - **5 Medical Proposals**
 - Renewed Medical with FMIT with Clinic with a reduction of 2%
- In 2022, an RFP for life, disability and supplemental plans was conducted
 - 12 carriers submitted proposals
- In 2025, an RFP for medical, dental and vision plans was conducted
 - 12 carriers submitted proposals – **4 Medical Proposals** (*Humana exited the market in 2024*)



Summary of Medical Responses

Carrier	Network	% Change	\$ Change	Notes
Florida Municipal Insurance Trust	Choice Plus	-5.0%	-\$282,443	Removes Clinic No Other Plan Changes
Aetna	Managed Choice	7.8%	\$438,160	Minimal Plan Changes
Cigna	Open Access Plus	0.5%	\$30,103	Minimal Changes \$0 PCP Copay
Florida Blue	Blue Options	-5.1%	-\$285,681	Minor Enhancements



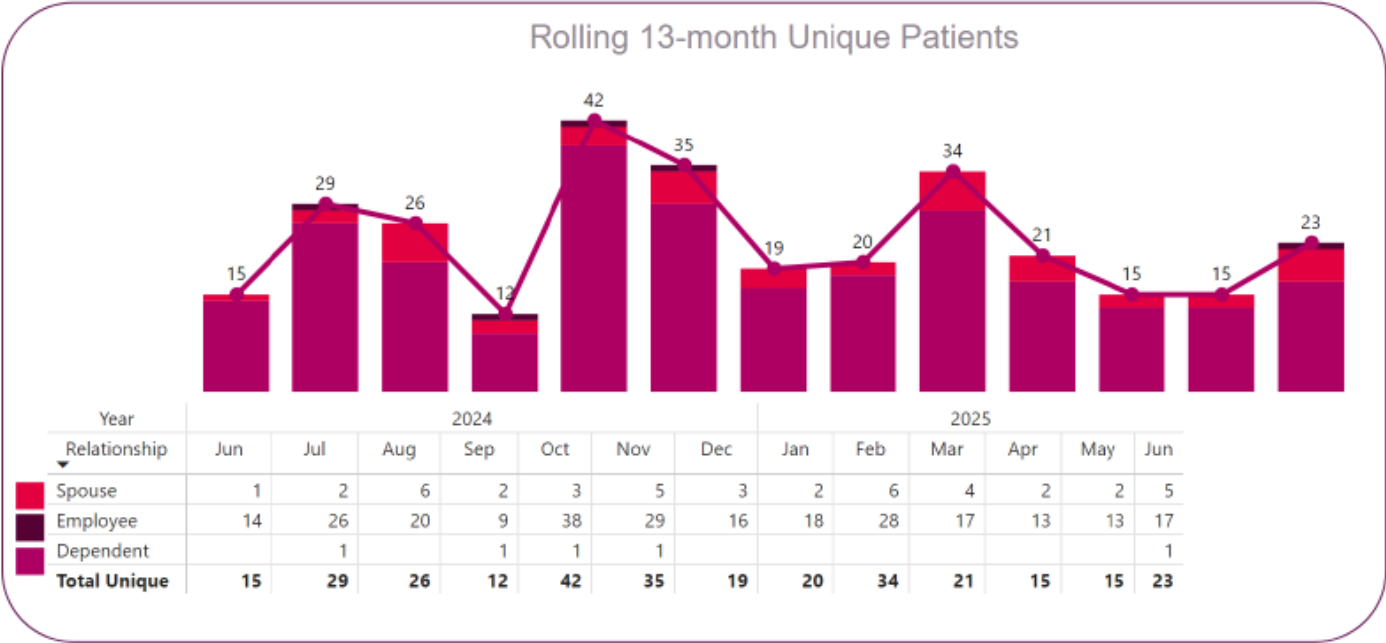
Health Center

- At last year's renewal the clinic and next steps were discussed, including evaluating whether to continue with the clinic after 9/30/2025
- The current lease expires 9/30/2025
- The medical RFP asked for included clinic options or alternatives (e.g. Cigna no PCP copay plan)



Health Center

- Current utilization is below targets for staffing and return on investment



Health Center

- FMIT has elected to stop offering the clinic as a part of the medical plan effective 9/30/25:
 - Utilization is below target
 - Challenges with retaining part time providers
 - Need for a new, smaller facility
 - Return on investment is not positive due to low utilization
 - \$359,000 estimated annual cost (plus facility) to continue the clinic independent of FMIT



Health Center

- Gehring Group will work with City staff to pursue alternative clinic options to determine the best path forward for the City, including:
 - Clinic partnerships
 - Arrangements with local providers
 - Virtual/onsite combination options
 - Occupational Care



Recommendation

- Recommend Renewal with FMIT
 - 5% Reduction (\$282,433 savings)
 - No changes including:
 - Schedule of benefits
 - Network of providers
 - Prescription formulary
- Additionally, with the incumbent carrier:
 - No need for new authorizations
 - Deductibles and out-of-pocket max's include amounts spent in 2025
- Recommendation that the City renew with FMIT
- No proposed changes to employee contributions



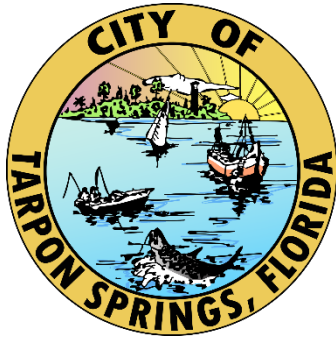
Renewal Recommendations

Coverage	Recommended Carrier	Rate Change
Medical	Florida Municipal Insurance Trust / UnitedHealthcare	-5%/ \$282,443
Dental	<i>MetLife</i>	0% / \$0
Vision	<i>EyeMed</i>	0% / \$0
Life Basic and Voluntary	The Hartford	0% / \$0
Short-Term Disability	The Hartford	0% / \$0
Long-Term Disability	The Hartford	0% / \$0
Flexible Spending Accounts/COBRA Administration	UpSwing	0% / \$0
EAP	Florida Municipal Insurance Trust / UnitedHealthcare	0% / \$0



DISCUSSION





CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
DATE: 08/12/2025
SUBJECT: Discussion and Direction of the Board in Regard to City Litigation Attorney Services, RFP No. 230040-P-JL

BACKGROUND:

Discussion and Board Direction Regarding Litigation Attorney Services – RFP No. 230040-P-JL with Unice Salzman Jensen, P.A.

The original purpose of this agreement was to separate litigation duties from the City Attorney's responsibilities, designating a Litigation Attorney to handle specific matters requiring recognized expertise in Florida State, County, and Municipal law, as well as Constitutional Law.

On October 25, 2022, the City issued a Request for Proposals (RFP) for Litigation Attorney Services. The RFP closed on November 15, 2022. A public meeting was held on December 7, 2022, to interview the four firms that submitted proposals. On December 12, 2022, the Board of Commissioners selected Unice Salzman Jensen, P.A. to serve as the City's Litigation Attorney. The final agreement, which is included with this item, was executed at an hourly rate of \$175.00.

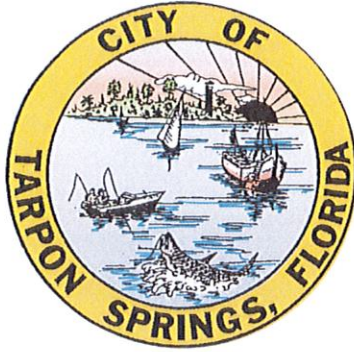
The contract term is two years, with an option for one renewal. The current agreement is set to expire in January 2026.

Recommendation:

The Board has two options:

Allow the contract to expire and transition litigation services back to the City Attorney, whose current scope includes litigation; or

Issue a new Request for Proposals (RFP) for Litigation Attorney Services.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *jl*
DATE: 01/10/2023
SUBJECT: Award RFP No. 230040-P-JL, Litigation Attorney Services Agreement

RECOMMENDATION:

Award RFP No. 230040-P-JL, Litigation Attorney Services Agreement to Unice Salzman Jensen, P.A., for the City.

BACKGROUND:

The purpose of this agreement is to provide Litigation Attorney related services for select matters that are of a nature that requires recognized expertise, experience, or specialized subject matter knowledge of all levels of Florida State, County, and Municipal government, and Constitutional Law.

On October 25, 2022, the City solicited an announcement for Litigation Attorney Services. The RFP closed on November 15, 2022. On December 7, 2022, a public meeting was held to interview the four Firms that submitted proposals. On December 12, 2022, the Board of Commissioners chose Unice Salzman Jensen, P.A. as the Litigation Attorney for the City. The final negotiated signed agreement is based on an hourly rate of \$175.00 per hour. The agreement and attachments are attached.

FUNDING: 001-0702-514-31.02-Professional Services/Litigation

Tabulation of Bids
For
Bid No. 230040-P-JL
Litigation Attorney Services
November 15, 2022 @ 3:00 p.m.

Company
Clark-Hill, PLC Satellite Beach, FL
Saxon-Gilmore & Carraway, P.A. Tampa, FL
Unice Salzman Jensen P.A. Trinity, FL
Waugh Grant PLLC Orlando, FL

Broadcast: 146 Planholders: 14 Responses: 4

Offers from the companies listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this Bid, if any, are hereby rejected as late.

AGREEMENT FOR LITIGATION ATTORNEY SERVICES

This Agreement for Litigation Attorney Services ("Agreement") between the City of Tarpon Springs, Florida, a municipal corporation with its principal place of business located at 324 E. Pine St., Tarpon Springs, FL 34689 ("City") and Unice Salzman Jensen P.A. ("FIRM"), a Florida corporation, located at 1819 Little Road, Trinity Florida, 34655, for the provision of attorney services is entered into this 25 day of January 2023 ("Effective Date").

WHEREAS, the CITY requests services for Litigation Attorney Services.

WHEREAS, the CITY desires to engage the FIRM to perform certain Litigation services pertinent to such work as requested in RFQ/RFP No. 230040-P-JL, Litigation Attorney Services, dated, October 25, 2022, which is attached as Exhibit A, and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the FIRM desires to provide such professional services as described in the RFQ/RFP No. 230040-P-JL Scope of Services Proposal, dated, November 11, 2022, which is attached as Exhibit B and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the City Board of Commissioners, after considering the proposal response to the request for Litigation Attorney services and the qualifications and proposed services therein, awarded this contract to Unice Salzman Jensen P.A. at its duly held public meeting on December 7, 2022;

NOW, THEREFORE in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

- A. **Litigation Attorney Services.** Unice Salzman Jensen P.A. shall provide all city attorney services pursuant to the City Charter and applicable ordinances and as described and on the terms set forth in this Amended Agreement. Specifically, Andrew Salzman of Unice Salzman Jensen P.A. shall primarily provide the "Litigation Attorney Services" described below.
- B. **Rates.** For Litigation Attorney services for representation, the CITY will pay an hourly fee of \$One Hundred Seventy-Five Dollars and \$Zero Cents / \$175.00 per hour. The rate will not change throughout the period of the term, defined below.
- C. **Expenses.** The rates and fees set forth above do not include out-of-pocket expenses, such as fees for postage, copies, court reporter fees, title search fees or other third party expenses. Legal Research is only charged if necessary to reimburse

for costs incurred outside of Litigation Attorney Services legal research plan, is only charged and if previously approved by the City. Unice Salzman Jensen P.A., shall comply with the City's travel policy, as may be amended from time to time.

D. Payment. Unice Salzman Jensen P.A., will invoice the City monthly for services incurred for the prior month. Unice Salzman Jensen P.A., statements contain a summary of each matter for which legal services have been rendered. All undisputed billing changes are due and payable in accordance with the Florida Local Government Prompt Payment: Act, F.S. 218.70 et seq. Any dispute regarding payment will be promptly addressed and a resolution attempted in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.

II. TERM OF THE AGREEMENT

A. Term and Termination. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of up to two (2) years and may be renewed as provided in this paragraph (the Contract Term). This Agreement may be renewed for an additional one (1) year period unless written notice of termination is provided prior to the expiration of the Contract Term. However, in no event may this Agreement renew beyond the maximum duration set forth in the then-current Procurement Policy established by the City Commission without the City complying with any and all requirements of the Procurement Policy. All rates will be held firm throughout the period of the Contract Term. This Agreement is terminable at will by either party. The right to terminate this Agreement must be submitted by either party with 60 to 90 days written notice. However, the termination of this Agreement will not terminate the City's obligation to pay fees and expenses incurred prior to the termination.

B. Insurance. Unice Salzman Jensen P.A. will maintain, at a minimum, insurance on the terms and in the amounts stated in the original contract agreement throughout the Contract Term.

C. Hold Harmless. Unice Salzman Jensen P.A. will hold the City harmless on the terms and conditions as stated in the original agreement.

D. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the Town to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City 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.

(c) 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 City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK@CTSFL.US**

E. Amendment. This Agreement may not be amended or modified except in writing, executed by the Parties.

F. Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

G. Choice of Law and Venue. This Amendment and the Agreement shall be construed by and controlled under the laws of the State of Florida. The parties to this Amendment submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County, Florida.

H. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP No. 230040-P-JL and Addendum(s) No. 1, dated November 14, 2022 ("Exhibit A"), (ii) and Firm's Proposal and all associated documents (collectively "Firm's Standard Terms") dated November 11, 2022 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document. In the event the Firm issues updates to supplemented Firm's Standard Terms, and provides notice of same to City, such updates or supplements shall automatically replace or supplement the original Firm's Standard Terms.

I. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

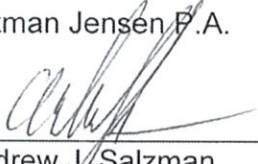
J. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.

K. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, THE CITY HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS City Mayor and; Attested and its official Seal to be

hereunto affixed by its City Clerk, and the FIRM has hereunto set its hand and Seal, the day and year first written above.

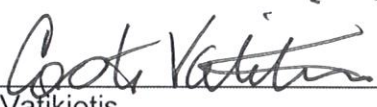
Unice Salzman Jensen P.A.

By: 

Andrew J. Salzman
Unice Salzman Jensen P.A.
Authorized Representative

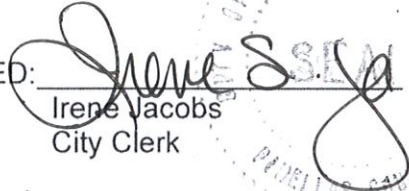
Date: 1/16/2023

City of Tarpon Springs

By: 

Costa Vatikiotis
Mayor

Date: 1-16-2023

ATTESTED: 

Irene Jacobs
City Clerk

Date: 1-16-2023

APPROVED AS TO FORM:

By: 

Regina Kardash
City Attorney

Date: 1-25-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

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 Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701		CONTACT NAME: Certificates PHONE (A/C No. Ext): 727-522-7777 FAX (A/C No.): 727-521-2902 E-MAIL ADDRESS: certificates@w3ins.com	
INSURED Unice Salzman Jensen, P.A. 2nd Floor. 1815 Little Road Trinity FL 34655		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Ins Co., Inc. INSURER B: Old Dominion Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23140 40231	

COVERAGES**CERTIFICATE NUMBER:** 999944336**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			BPG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BPG5698X	9/2/2022	9/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1188341	11/6/2022	11/6/2023	PER STATUTE E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 1815 Little Rd, 2nd Floor, Trinity, FL 34655

Certificate holder is additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Tarpon Springs
324 Pine St
Tarpon Springs FL 34689

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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PRODUCER
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME: Certificates
PHONE (A/C, No. Ext): 727-522-7777 FAX (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

INSURED
Unice Salzman Jensen, P.A.
2nd Floor
1815 Little Road
Trinity FL 34655

ZIMMUN-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Associated Industries Ins Co., Inc.	23140
INSURER B:	Old Dominion Ins. Co.	40231
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 999944338

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUG5698X	9/2/2022	9/2/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: 1815 Little Rd, 2nd Floor, Trinity, FL 34655

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CERTIFICATE HOLDER

City of Tarpon Springs
324 Pine St
Tarpon Springs FL 34689

CANCELLATION

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AUTHORIZED REPRESENTATIVE



MARIANA L. GALLASTEGUI
VANESSA W. GERLICH
JEFFREY D. JENSEN
ANDREW J. SALZMAN
ARIANA N. SILLER
T.R. UNICE, JR., B.C.S.*†

PATRIOT BANK BUILDING, SECOND FLOOR
1815 LITTLE ROAD
TRINITY, FLORIDA 34655

Telephone: (727) 723-3772
Facsimile: (727) 723-1421

WEBSITE: www.unicesalzman.com

*Board Certified Civil Trial Lawyer
†American Board of Trial Advocates

RESPONSE TO REQUEST FOR PROPOSAL TO PROVIDE LITIGATION ATTORNEY SERVICES

November 11, 2022

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
324 E. Pine St.
Tarpon Springs, FL. 34689

Dear Ms. Lewis:

The law firm, Unice Salzman Jensen, P.A. is pleased to submit this response to the request for litigation attorney services issued by City of Tarpon Springs. The information provided in this response demonstrates Unice Salzman Jensen, P.A. maintains a continual commitment to provide responsive and quality legal services to the public sector on a cost-effective basis. As a candidate for the position of litigation attorney, the undersigned will serve as the primary attorney during all contractual terms.

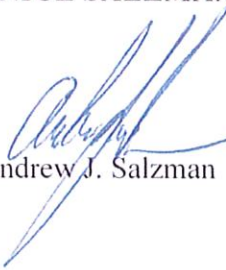
Unice Salzman Jensen, P.A. is available to represent the City of Tarpon Springs for all of the City's litigation matters. Attorneys for Unice Salzman Jensen P.A. have been representing and handling litigation for municipal clients for over 70 years. Unice Salzman Jensen, P.A., has and continues to handle all aspects of governmental litigation, in both State and Federal Courts, including but not limited to land use, environmental, zoning, civil rights, constitutional, ethics, negligence, sovereign immunity, Bert Harris claims, defense of code and ordinances, code enforcement, injunctive actions, declaratory actions, mediations, arbitrations, administrative, election challenges and labor and employment matters. Our experience in litigation allows us to develop unique strategies in prosecuting and defending municipal claims.

Unice Salzman Jensen, P.A. understands, agrees to abide by, and provide all services as outlined by the Request for Proposals and any subsequent changes. Unice Salzman Jensen, P.A. routinely provides advice and assistance on a vast array of municipal issues. As a routine aspect

of all litigation matters, we will timely respond to all requests from the Board of Commissioners and City Staff. We will provide the City of Tarpon Springs timely written status updates on the progress of all litigation. Unice Salzman Jensen, P.A., attorneys will attend regular and special meetings and workshop sessions as requested by the City Commission and City Staff. Unice Salzman Jensen, P.A., understands and agrees that the decision to select the City of Tarpon Spring's Litigation Attorney is a final decision by the City of Tarpon Springs Commission and not subject to litigation. We look forward to discussing our qualifications and answering any questions the City Commission or City Staff may have regarding our proposal.

Very truly yours,

UNICE SALZMAN JENSEN, P.A.



Andrew J. Salzman

230040-P-JL

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS**



**RFP No. 230040-P-JL
LITIGATION - ATTORNEY SERVICES**

ISSUE DATE: OCTOBER 25, 2022

**RESPONSES DUE: NOVEMBER 15, 2022
3:00 P.M. (Local Time)**

**SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689**

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS
RFP No. 230040-P-JL
LITIGATION ATTORNEY SERVICES**

The City of Tarpon Springs, Florida ("City") is requesting responses to this Request for Proposals ("RFP"), for Litigation Attorney Services. The City intends to select one firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise on similar projects are invited to submit a proposal package. The Request for Proposal (RFP) can be obtained from the website at www.demandstar.com. Questions regarding this RFP should be directed to Janina Lewis, Procurement Services Director, at jlewis@ctsfl.us. All questions must be received in writing no later than 3:00 PM, local time, Wednesday, November 2, 2022, and will be answered via written addendum.

Proposal Submission, Date and Time:
No later than 3:00 PM, local time, **November 15, 2022**

RFP No.	230041-P-JL
Project:	LITIGATION ATTORNEY SERVICES
Bid Bond:	N/A
Performance Bond:	N/A

Proposals are expected to be submitted electronically. If you elect to respond to this proposal, you must submit the bid electronically through the online services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com. Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

The City of Tarpon Springs' staff will evaluate the proposals based on the criteria established in the Request for Proposals. After the ranking is completed, the City Board of Commissioners' approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the City, with the top ranked Firm.

Ex-Parte Communication. In order to ensure fair evaluation of proposals, ex parte communication initiated by Proposers is prohibited from the time the responses are opened until a final decision has been made. No Proposer may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a Proposer after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004

230040-P-JL

Tarpon Springs, FL 34688-5004
jl Lewis@ctsfl.us

The City may, however, initiate communication with any Proposer in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by a Proposer may disqualify that Proposer from consideration for this or future Request for Proposals.

The City will not pay any costs incurred by Proposers in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

If you elect to respond to this Request for Proposals, **provide one (1) electronic uploaded copy of your proposal to this office by the date indicated.**

Late proposals will be rejected.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Attachments

JL:jl

RFP NO. 230040-P-JL
LITIGATION - ATTORNEY SERVICES

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SECTION 1- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs ("City") is seeking sealed proposals from attorneys or firms qualified to provide Litigation Attorney related services for select matters that are of a nature that requires recognized expertise, experience, or specialized subject matter knowledge of all levels of Florida State, County, and Municipal government, and Constitutional Law.

1.1. DEFINITIONS

Addendum. A modification of the Bid/Agreements issued by Procurement Services and distributed to prospective Proposers prior to the bid due date and time.

Bid. The written submittal of a Proposer, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Proposer will require for doing so.

Proposer. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Chief Procurement Officer to the Successful Proposer/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract. The written agreement between the City and the Successful Proposer/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Agreements. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Request for Proposals. The term Request for Proposals means a solicitation of formal sealed proposals. The acronym "RFP" means Request for Proposals, the RFP includes the Instructions to Proposers, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed proposals. Price is usually not a primary evaluation factor.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Proposer. The term responsible Proposer means a Proposer who has the capability in all respects to perform fully the contract requirements, and the tenacity,

perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Proposer. The term responsive Proposer means a Proposer who has submitted a bid which conforms in all material respects to the requirements set forth in the ITB.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

1.2. SERVICES SUMMARY DESCRIPTION

The City of Tarpon Springs is a municipal corporation originally chartered by the State of Florida in 1887. The current City Charter was approved by referendum vote and was adopted in 1983. Tarpon Springs is located on Florida's West Coast 28 miles northwest of Tampa and 35 miles north of St. Petersburg. The City of Tarpon Springs currently occupies a land area of 9 square miles and serves a population of approximately 24,637.

The City operates under a commission-manager form of government. Policy-making and legislative authority are vested in the Mayor and Board of Commissioners consisting of our commissioners. The Mayor and Board of Commissioners are elected on a non-partisan basis and may serve up to two three year terms.

The Services to be provided will be separate and independent of the City Attorney, and will include, but are not limited to, the following:

A. Providing advice, research, and assistance on extraordinary City administration or operational matters;

- 1) Providing advice and assistance for future policy decisions and or actions;
- 2) Providing advice and assistance for ethics policies and complaints, and administrative procedures;

B. Developing a strategy for filing a claim or cause of action in State or Federal Court or defending the City before the same venues;

- 1) Gathering evidence and investigating witness statements
- 2) Creating drafts of pleadings, complaints and counterclaims
- 3) Answering interrogatories, complaints and counterclaims and requests for documentation
- 4) Arranging and Conducting depositions and interviewing clients and witnesses
- 5) Consulting with expert witnesses
- 6) Engaging in jury selection procedures

C. Appearing in court to argue on behalf of the City;

D. Prosecuting or defending litigation, including pre-suit mediations, validation proceedings, administrative actions, and arbitrations in the Department of Administrative Hearings, county court, circuit court, federal court and other tribunals, and pre-suit efforts taken in preparation of possible litigation, including but not limited to efforts to negotiate amicable resolutions, preparation of a proposed settlement agreement or release, and to develop and discover information, materials, and legal research to assist in the representation of the City in potential litigation; and

E. Prosecuting or defending appeals in circuit court, the Department of Administrative Hearings, a district court of appeal, the Florida Supreme Court, other administrative agencies, federal court, and other tribunals;

F. Rendering of written memoranda or opinions on extraordinary matters, including but not limited to those that require extensive time or expertise, experience or specialized subject matter knowledge;

G. Appearing before any legislative, administrative, or executive branch of government;

H. The Litigation Attorney shall be expected to make a reasonable effort to respond to requests from City Board of Commissioners or City staff within the time period required by the City.

I. Meeting and Workshop Attendance. The Litigation Attorney shall personally, whenever directed, attend regular and special meetings and workshop sessions of the City Board of Commissioners and other workshop sessions.

1.3. BUDGET

All costs associated with delivering the requested services shall be detailed in the format requested in Attachment B.

1.4. TENTATIVE SCHEDULE*

Solicitation.....	October 25, 2022
Deadline for Questions	November 2, 2022
Proposal Opening.....	November 15, 2022
Shortlist	November 23, 2022
Interview/Presentations (as applicable).....	December 7, 2022
Board Approval.....	December 7, 2022

*Dates are subject to change and listed here for planning purposes

SECTION 2 - SPECIAL CONDITIONS

2.1 Intent

The intent of this document is to describe the requirements, terms and conditions for City Attorney Services Update services.

2.2 Term

The term of this agreement shall be for a two (2) year period with one (one-year period) renewal option from the date of contract execution.

2.3 Background Checks

The Proposer shall certify to the City of Tarpon Springs background checks are conducted on all Proposer's employees who will perform services at City facilities.

2.4 Licenses and Permits

Proposer shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Proposer's performance of this Agreement. Proposer shall provide the City with written evidence of such licenses, certifications and approvals.

2.5 Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of three (3) years following expiration or earlier termination of this Agreement.

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

2.8 Performance

Proposer shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

2.9 Safety Standards

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

2.10 Unauthorized Personnel

The Proposer's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The City of Tarpon Springs prohibits teenagers, minors,

or children from working in City-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

2.11 Use of City Property, Facilities and Equipment

The Proposer shall not use City facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The City telephones shall be used only for medical emergencies or to call City representative(s). If used, a notice of use shall be provided to the City Representative when no City employees are on site.

2.12 Damage

Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Proposer, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

Proposer shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the project manager, and shall not unreasonably encumber the premises with its materials. Proposer shall take all measures necessary to protect its own materials.

2.15 Clean-up

At the end of each working day, Proposer shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Proposer shall leave the work site in a neat and presentable condition.

2.16 Non Exclusive

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

2.17 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the City or Proposer, shall be deemed to create any relationship other than the relationship of independent Proposers and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by

any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

2.18 Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance of Proposer's obligations under this Agreement shall not be permitted without the prior written approval of the City. Proposer shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. In the event that work is subcontracted, the Proposer retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

Notwithstanding any such subcontracting, Proposer shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

2.19 Equipment Storage Space

Equipment storage space and maintenance areas shall be provided by the City. Although provided by the City, it will be the responsibility of the Proposer to keep the area neat and clean at all times.

2.20 Purchase Agreement

The successful Proposer shall be issued an agreement, which by reference, incorporates all terms and conditions as set forth in this RFP, any Addenda issued, and the Proposer's response.

Proposer shall reference the Agreement number on any invoice submitted to the City for payment.

2.21 Termination of Contract

The City of Tarpon Springs reserves the right to terminate this Agreement with 60 to 90 days written notice.

SECTION 3 - PROPOSAL REQUIREMENTS

3.1. Required Format

- a. The electronic version of the proposal shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested in this Section, Proposal Requirements. The electronic version of Proposer's proposal submission should be a continuous document in one file, a separate file for the Pricing Proposal, and shall clearly identify the Proposer and the RFP number. The proposal should be individually tabbed for each of the sections listed below and be consecutively page numbered.
- b. The following is an explanation of the minimum information that should be included in each of the sections. Proposals must conform to this format.

Title Page:

Title page shall show the request for proposal's subject, title and proposal number; the firm's name; address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter:

Responses limited to two pages. The cover letter must include the full legal name of the firm; a brief summary of the proposing firm; a statement of the Proposer's understanding of the scope of services to be provided; the address of the office conducting the service and of the office administering the Agreement, the names of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses, telephone numbers, and e-mail addresses. The cover letter must be signed by an authorized official of the company, preferably the President. Proposer shall provide proof with its offer of signing authority for any official who signs the cover letter other than the President.

This section shall also include: Name of and primary attorney to serve as the Litigation Attorney and law firm; date firm established; locations of all offices and dates established.

Tab 2 - Table of Contents

The table of contents must include a clear identification of the material, by section and by page number.

Tab 3 - Experience/Qualifications of the Law Firm:

A. Name of law firm and primary attorney to serve as the Litigation Attorney.

B. Date firm established.

C. Locations of all offices and dates established.

D. Name and biographical sketch of the attorney who will be assigned as Litigation Attorney for the City of Tarpon Springs, FL. Also, the names and Curriculum Vitae (CV)/resumes of other attorneys who will assist and/or attend any of the City Board of Commissioner's or other meetings, to include the following:

- 1) Whether a member in good standing of the Florida Bar, and if so, the date of admission;
- 2) If a member in good standing of other bars, identify state and date of admission;
- 3) The area of practice concentration relative to the area of service required by the City, including experience in municipal law;
- 4) Please state as to each attorney whether such attorney is certified in city, county, and local government law by the Florida Bar; and
- 5) Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

E. Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities, in Administrative, Constitutional, Government, Land Use and Zoning, and Legal Malpractice Law. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

F. Provide a summary of the technological abilities of the law firm in terms of the

ability to communicate with the City by means of e-mail and telephonically during irregular hours as well as transmit documents to and from the City.

G. Provide at least three (3) references of municipal or similar governmental entities the attorney or firm presently represents or has represented in the past three (3) years.

For each reference provide:

- 1) Name of entity
- 2) Contact person
- 3) Address and telephone number for reference, and
- 4) Dates of representation.

H. Please describe what services as the Litigation Attorney, as enumerated in Paragraph 1 of this RFP, are performed by you or your firm for other represented public entities.

I. List all judgments or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof.

J. A statement of conflict of interest as required in the Forms of this RFP.

K. Identify if your firm is proposing for the City of Tarpon Springs, FL, Attorney Services. This RFP is a request for an independent Firm/Attorney otherwise not associated.

Tab 4 - Proposed Cost:

NOTE: Proposed Cost shall be submitted in a separate File, clearly marked "Tab 4 - Proposed Cost."

All costs associated with delivering the requested services shall be detailed in the format requested in Attachment B.

The firm or attorney shall submit two (2) proposals for compensation.

The first which should include, but is not limited to, an hourly rate option, a monthly retainer fee option, or a combination of these options. The hourly rate option is mandatory.

The fee schedule shall include the following information:

A. The hourly rates for the Primary Litigation attorney, assistant city attorneys, senior attorneys and every other attorney, paralegal or staff member anticipated to provide service to the City. The Primary Litigation attorney, assistant attorneys and senior attorneys must be identified by name.

B. The rates for reimbursable and/or out-of-pocket expenses including, but not limited to, word processing, photocopying, faxing, etc.

C. The proposed rates for all other fee proposals or arrangements outside the standard hourly rates, if proposed by you or your law firm.

The second proposal is an all-inclusive fixed price monthly fee/rate. Please list the services that would be included and/or excluded in the fixed price.

The City will reimburse for costs incurred during the course of representation, long distance charges, facsimile charges, photocopies, computer research, and approved travel in accordance with the City's Travel Policy. Or, alternatively, you may list all costs

that you propose to be included in your compensation package, and all costs and their amounts that you propose to be paid by the City.

Costs should include future year increases for the term of the contract agreement.

SECTION 4 - EVALUATION OF PROPOSALS

4.1. Evaluation of Proposals

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Proposers shall in no way attempt to communicate with City staff, City Board of Commissioners, and other key project stakeholders except as outlined in the RFP.

Proposals will be evaluated and scored by the Board of Commissioners, per the criteria outlined herein. As part of the evaluation process, the City will also take into consideration the responsiveness and responsibility of the Proposers. The criteria for responsiveness and responsibility are as follows:

4.1.1 Responsiveness: The City will determine whether the Proposal complies with the instructions contained herein, including completeness, submission of all required forms, adherence to response format instructions, compliance with minimum qualifications, etc.

4.1.2 Responsibility: The City will determine whether the Proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance on projects for the City of Tarpon Springs and outside agencies, references (including those found outside the Proposal), compliance with laws (including tax laws), Proposer's record of performance and integrity (including delinquency, unfaithfulness, legal qualification to enter into a contract, financial stability, perceived ability to completely perform as specified, etc.), financial resources, facilities, equipment, and personnel (including that of subcontractors). City staff may also utilize Duns & Bradstreet and/or any generally available industry information. The City will determine whether any failure to supply information, or the quality of the information provided, will result in rejection.

4.2. Evaluation Committee

The initial evaluation and interview process will be conducted by the Board of Commissioners.

A. The selection of a Litigation Attorney will be made using the following process:

- 1) Procurement Services Staff will open the proposals on the submittal due date and time. The proposals will then be packaged (electronically) for distribution to the Elected Officials (Board of Commissioners), who will perform the initial ranking based upon the written documentation/qualifications. Initial ranking will be turned in to the Procurement Services Department by a to be determined date based on the number of proposals received.
- 2) The Procurement Services Department will make a composite ranking sheet and firms which have submitted proposals will be notified of their ranking.
- 3) The three top law firms will be required to attend a thirty (30) minute oral presentation /interview with Board of Commissioners in a public meeting- the Firm will be given (15) minutes for a presentation and then following will be a question and answer session.

4) The City may also request a tour of the proposer's law firm or place of business. The City shall not be liable for any costs incurred by the proposer in connection with any interviews or presentations.

4) At the Board of Commissioner's meeting, the Board of Commissioners will establish the final ranking and selection.

B. After the Board of Commissioners has established the final ranking, negotiations with the first ranked attorney or law firm will be initiated. If those negotiations are unsuccessful, the Board of Commissioners will then open negotiations with the next ranked attorney or law firm. Upon successful execution of a contract, the remaining firms will be notified that the process has been completed and that they were not selected.

C. The Board of Commissioners reserves the right to reject any or all proposals, to further negotiate any proposals, to request clarification of information submitted in any proposal, to request additional information from any proposer, and to waive any irregularities in any proposal.

4.3. Proposal Clarifications

The Evaluation Committee members will determine if any additional clarifications regarding any and all portions of a Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a minimum of five (5) business days to provide a response to the clarification request correspondence.

Proposers are notified that responses to the clarification requests will be considered in the final rankings and may be included in the final Agreement.

4.4. Proposal Evaluations and Ranking

Ranking will be based on submitted proposals, interviews, and on the following evaluation criteria.

A. Experience of the law firm.

1) History of successful handling of similar matters. Qualifications and experienced of assigned attorneys in the areas of the services requested by the City.

2) Whether such attorney is certified in city, county, and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g., Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.

3) Advanced training in Administrative, Government, Land Use/Zoning, and Legal Malpractice law.

4) The attorney's or law firm's demonstrated experience in representation of cities, counties, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including the matters set forth above and:

- a. Past record of performance for the entities described in the above paragraph;
- b. Experience in preparation and drafting of ordinances and advising governmental entities on revisions to ordinances, codes, policies and procedures, or charter issues;
- c. Attendance at governmental board meetings;

- d. Representation of entities in litigation; Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies; and
- e. Location and availability to City staff.

B. Fee proposal. The City reserves the right to negotiate any fee proposal with the City Attorney or law firm selected.

C. Responses of reference, and responsiveness and clarity of proposal related to information requested.

NOTE: Proposers that are proposing for the City of Tarpon Springs, City Attorney Services-RFP 230019-P-JL, will not be considered for the Litigation Attorney Services.

SECTION 5 - ADMINISTRATIVE REQUIREMENTS -INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

5.1. Preparation of the RFP

Proposers are expected to examine this RFP and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. The Proposer shall print or type the Proposer's name, address and telephone number on the face page, and each continuation sheet must be identified with Proposer's name.

The Proposers shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

5.2. Submission or Receipt of Proposals

Proposal are to be submitted electronically through the ebidding process via, Demandstar.com.

Facsimile or e-mail proposals will not be considered; however, proposals may be modified by facsimile notice provided such notices are received prior to the hour and date specified in the RFP.

Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature. This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature.

5.3. Right to Reject Proposal

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Proposers in the preparation of proposals or presentations.

5.4. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be

binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through DemandStar/Onvia (www.demandstar.com). **Responses will not be made to questions submitted after the deadline.**

5.5. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Proposer.

5.6. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

5.7. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Services Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

5.8. Disqualification

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

5.9 Mistakes

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

5.10. Taxes

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. The Tax Exemption Number is 85-8012621696C-2.

5.11. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful Proposer to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

5.12. Advertising

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

5.13. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

5.14. Waiver of Breach

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

5.15. Entire Agreement

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

5.16. Execution of Agreement

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved Agreement has been received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

5.17. Proposer Expenses

The City is not responsible for any expenses that Proposer may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

5.18. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the Town to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City 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.

(c) 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 City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK@CTSFL.US**

5.19. Compliance with Laws

Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with City policies and procedures including but not limited to policies and procedures related to security and internet access.

5.20. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

5.21. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

5.22. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of

the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

5.23. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Contractor against the City of Tarpon Springs and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

5.24. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

5.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.26. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.27. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

5.28. Non-budgeted Funds

In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

5.29. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

5.30. Compliance with Labor and Immigration Laws

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

5.31. Assignment

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Technical Proposal Form 1
PROPOSER CERTIFICATION AND WARRANTY
FORM

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.)

2. Name/title of contact person for the Proposer:

3. Local business and mailing address:

4. Primary business and mailing address:

5. Telephone: () _____ Fax : () _____

6. Federal Employer Identification Number (FEIN): _____

7. The business has been in operation under its present name since: _____

The above-named Proposer does hereby warrant and certify under Oath:

- A. That the name of the Proposer as it shall appear on all contracts and agreements is as stated above.
- B. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.
- C. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

- D. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- E. That the Proposer is not in arrears to City of Tarpon Springs upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Tarpon Springs except as expressly stated below.
- F. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- G. That the Proposer acknowledges, understands, and agrees that the RFP does not reflect all of the requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.
- H. That the Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance does not have or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.
- I. That the Proposer has received and carefully examined all Addenda issued prior to Proposal Opening.

Addendum #1
Acknowledged: _____

Addendum #2
Acknowledged: _____

Addendum #3
Acknowledged: _____

Addendum #4
Acknowledged: _____

Addendum #5
Acknowledged: _____

- J. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- K. That the Proposer certifies that the Pricing Schedule Proposal contains the required Proposal Bond-N/A.
- L. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached

Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Board of Commissioners or any person interested in the RFP; and

- M. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.
- N. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: _____

(SEAL)

Witness

(Authorized signature in ink)

Witness

(Printed name of signer)

(Printed Title of signer)

CORPORATE SEAL

(Where appropriate)

(Date signed)

Technical Proposal Form 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: _____

Firm: _____

Title: _____

Years employed by firm: _____ years

Total Professional Experience _____ years

Professional Registration
and Licenses
(type/state/year/license
number): _____

Primary Attorney: _____

Location of Individual During Entire Project: _____

Description of Role/Responsibilities:

Expected Time Commitment to Project:

Primary Attorney _____ %

ATTACHMENT B
SCHEDULE AND COST PROPOSAL FORMS

(MUST BE PROVIDED IN SEPARATE, FILE WITHIN PROPOSAL SUBMISSION PACKAGE)
SCHEDULE PROPOSAL FORM 1

City of Tarpon Springs Litigation Attorney Services

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by City of Tarpon Springs.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING REQUEST FOR PROPOSALS AND ALL RELATED ATTACHMENTS AND DOCUMENTS, INCLUDING THE SUBSEQUENT AGREEMENT (ATTACHMENT C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

*** USE BLACK INK ***

Form 1
PRICING SUMMARY FOR PROPOSAL NO. 230040-P-JL
Litigation Attorney Services

OFFERER _____

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Agreements.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. **ePayables:** Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes _____ No _____

We will accept Visa for payment: ____ Yes ____ No. Payment must be processed in ____ days after receipt of proper invoice or services accepted (whichever is the latter).

Proposer will complete the Work in accordance with the Proposal Documents for the unit prices shown on the Pricing Summary below.

4. Proposers are aware that the dollar amount shown herein is to be utilized by the City as a guide to the best qualified Proposer. The actual total compensation paid Proposer for the project described in these Agreements may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Agreements. Contingency and allowances will be utilized in accordance with the Agreement.

The above-named Proposer affirms and declares:

- A. That the Proposer has carefully examined the Work and that, based upon its own investigations, Proposer has fully satisfied itself as to: (1) the nature and location of the Work; (2) the character, quality and quantity of all materials needed for the performance of the Work; (3) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (4) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (5) all other items which may in any way affect or impact the Work or its performance.
- B. Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: _____
(SEAL)
Witness (Authorized signature in ink)

Witness (Printed name of signer)

(Printed Title of signer)

CORPORATE SEAL
(Where appropriate) _____
(Date signed)

STATE OF (_____) SS
COUNTY OF (_____)

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization to me known to be the individual described in and who executed the foregoing instrument as _____, of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print/Type/Stamp Commissioned Name of Notary Public)

Personally known ____ or produced identification ____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR
INDIVIDUAL)

STATE OF (_____)

SS

COUNTY OF (_____)

On this _____ day of _____, 20_____, before me, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print/Type/Stamp Commissioned Name of Notary Public)

Personally known ____ or produced identification ____

Type of identification produced _____ (NOTARY'S SEAL)

Proposal Form 1, Pricing Proposal, Continued

FEE PROPOSAL

Proposal for Compensation (this information should all be included in your proposal uploaded).

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Monthly retainer fee and the expenses to be paid (outline in you fee proposal expenses to be paid).	12	Monthly		

****Pricing should include a narrative describing breakout of costs**

Standard Hourly Rate Schedule

Your standard hourly rates for the Primary Attorney, the Assistant Attorney, Senior Attorney, if applicable, Paralegal services, Stenography services, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Primary Litigation Attorney	1	Hourly		
2	Assistant Attorney	1	Hourly		
3	Senior Attorney	1	Hourly		
4	Paralegal	1	Hourly		
5	Legal Assistant	1	Hourly		

Proposal Form 2
DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

Signature: _____

Company: _____

Name: _____
 (Typed or Printed)

Address: _____

Title: _____

Phone No: _____

E-Mail: _____

Proposal Form 3
PUBLIC ENTITY CRIMES STATEMENT

-
1. This sworn statement is submitted to City of Tarpon Springs by _____
 _____ (print individual's name and title) for _____
 _____ (print name of entity submitting sworn statement) whose business address is: _____
 _____ and (if applicable) its Federal
 Employer Identification Number (FEIN) is _____. (If the entity has no FEIN,
 include the Social Security Number of the individual signing this sworn statement: _____

 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.

 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

 5. I understand that a "person" as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies with a check mark in box).**

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, by _____, who is ☐ personally
known to me or ☐ has produced _____ as identification, this
_____ day of _____, _____.

Notary Public, State of Florida

SECTION 7 - ATTACHMENTS AND EXHIBITS

Exhibit A - Minimum Insurance Requirements

Exhibit B - Additional Required Forms

Attachment C - City of Tarpon Springs Travel Policy

Attachment D - Agreement

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
 5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole

assessments for any deductibles which all are at the sole responsibility and risk of the engineering consultant.

3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

EXHIBIT B
Additional Forms Required
NON-COLLUSION /LOBBYING CERTIFICATION

_____, being the authorized Agent,
certifies that:

He/she _____ is _____ the
Partner, Officer, Representative or Agent) of _____, (Owner,
Bidder that has submitted the attached Proposal; the

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: _____
Signature

Witness

(Printed Name)

(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
 _____(List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
 Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
 Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
 Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PER AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

230040-P-JL

Attachment C

City of Tarpon Springs Travel Policy

Located under a separate Cover

230040-P-JL

Attachment D

Agreement Draft

Located under a separate Cover



CITY OF TARPON SPRINGS, FL

Procurement Services
324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

November 14, 2022

**RFP No. 230040-P-JL
LITIGATION ATTORNEY SERVICES
ADDENDUM 1**

CLARIFICATION ON PAGE ii OF THE RFP:

The Proposal number originally posted for the Litigation Attorney Services was incorrect. The proper number is changed to the following:

Page ii

Proposal Submission, Date and Time:

No later than 3:00 PM, local time, November 15, 2022

RFP No.	230041 230040-P-JL
Project:	LITIGATION ATTORNEY SERVICES
Bid Bond:	N/A
Performance Bond:	N/A

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 1

RESPONSE TO
CITY OF TARPON SPRINGS
REQUEST FOR PROPOSALS
SPECIFICATIONS AND INSTRUCTIONS
LITIGATION ATTORNEY SERVICES
RFP 230040-P-JL

UNICE SALZMAN JENSEN, P.A.
SouthState Bank Building, Second Floor
1815 Little Road
Trinity, Florida 34655
Telephone: (727) 723-3772
Facsimile: (727) 723-1421

Contact Person: Andrew J. Salzman, Esq.
asalzman@unicesalzman.com

November 11, 2022

UNICE SALZMAN JENSEN, P.A.

Firm's Qualifications and Experience.....	Page 1
Proposed Attorney's Qualifications, Experience and Response to Questions.....	Pages 2-7
Proposed Fee Schedule.....	Page 8
Services.....	Page 8
References.....	Page 9

UNICE SALZMAN JENSEN, P.A.

Firm's Qualifications and Experience

Unice Salzman Jensen, P.A., is a professional association which has been in existence for approximately twenty-one years. Prior to that, two of the three principals of Unice Salzman Jensen, P.A., practiced together in another firm. We regularly employ six attorneys and seven paralegals. Unice Salzman Jensen, P.A., is an AV Preeminent rated firm by Martindale-Hubbell representing a variety of clients throughout the State of Florida, while concentrating its practice in the greater Tampa Bay area. The firm's primary experience is in the area of representation of local governmental agencies in administrative, State and Federal matters, the defense of personal injury matters, labor and employment matters and the defense of workers' compensation claims. The firm has 22 employees.

Mr. Salzman has been practicing law in the State of Florida since 1986 and after serving three (3) years in the Office of the State Attorney for the Sixth Judicial Circuit, Pinellas and Pasco Counties, he focused his representation on representing local governmental entities and special districts. In 1990, Mr. Salzman became the City Attorney for the City of Indian Rocks Beach, Florida and served in that capacity until April 2008. Mr. Salzman has served as the City Attorney for the City of Madeira Beach, the Town of Kenneth City, and the Town of Redington Beach. Mr. Salzman is the current City Attorney for the City of Gulfport. He currently represents Palm Harbor Special Fire Control District, East Lake Special Fire Control District, Fort Myers Beach Fire Control District and Lealman Special Fire Control District. Additionally, Mr. Salzman represents Palm Harbor Community Services Agency encompassing the Palm Harbor Library, Palm Harbor Recreation Services and the East Lake Library and East Lake Recreation. Mr. Salzman represents these governmental entities in all legal matters, including litigation involving sovereign and qualified immunity, civil rights, land use, constitutional, labor and employment, collective bargaining, contract, public records and sunshine law issues, before Federal, State, and Administrative Tribunals. Mr. Salzman serves as legal advisor to the Clearwater Code Enforcement Board and has served as code enforcement legal advisor to the City of South Pasadena. Mr. Salzman represents numerous businesses on corporate and labor and employment matters. In addition, Mr. Salzman represents numerous clients in insurance defense and workers' compensation matters including, the City of Madeira Beach, City of Treasure Island, Town of Indian Shores, Pinellas Suncoast Transit Authority, City of Arcadia, Pinellas County Juvenile Welfare Board, Summit, Preferred Government Insurance Trust and several insurance companies.

Mr. Salzman will be the primary attorney handling the litigation matters.

In addition to Mr. Salzman, the firm has five (5) other attorneys and seven (7) paralegals, each of the attorneys and paralegal is assisted by state-of-the-art computer network system and facilities which effectively deliver quality legal services and efficient communications with clients. While our office is in close proximity of the City of Tarpon Springs, we are available to communicate daily by telephone, video and e-mail.

UNICE SALZMAN JENSEN, P.A.

SHAREHOLDERS

T.R. UNICE, JR., born Uniontown, Pennsylvania, December 29, 1957; admitted to bar, 1982, Florida; 1983, U.S. District Court, Middle District of Florida; 1985, U.S. Court of Appeals, 11th Circuit; 1987, U.S. Supreme Court; Education: Washington and Jefferson College (B.A., 1979); The American University, (1978); Ohio Northern University (J.D., 1982); Board Certified Civil Trial Lawyer by the Florida Bar and nationally by the American Board of Trial Advocacy. Member: Pinellas County, St. Petersburg and Clearwater Bar Associations; Who's Who In American Law, 1992; Defense Research Institute; Trial Lawyers Association; Pinellas County Claims Association; Certified Circuit Court Arbitrator, Sixth Judicial Circuit; Assistant State Attorney, 6th Judicial Circuit of Florida, 1983-86.

ANDREW J. SALZMAN, born West Palm Beach, Florida, August 19, 1960; admitted to bar, 1986, Florida. Education: University of Florida (B.S. 1982); Stetson University College of Law (J.D. 1986). Admitted: U.S. District Court, Middle District of Florida; U.S. Court of Appeals, 11th Circuit. Assistant State Attorney, Sixth Judicial Circuit of Florida, 1986-1989. Member: Clearwater Bar Association (Chairman, Local Government Law Committee 1992-1994; Director, Young Lawyers Section; Chairman, Athletic Committee); The Florida Bar; Pinellas County Trial Lawyers Association; Pinellas Inns of Court; American Bar Association; Defense Research Institute; Florida Bar Grievance Committee Member (6-C); Florida Defense Lawyers Association.

JEFFREY D. JENSEN, born Charleston, South Carolina, April 17th, 1967; admitted to Florida Bar 2005; U.S. District Court for the Middle District of Florida 2005; Education: St. Petersburg College 1995 (A.A. magna cum laude 1995), University of South Florida 2001 (B.A. summa cum laude), Stetson University College of Law 2004 (J.D. cum laude). Member: The Florida Bar, American Bar Association, the Clearwater Bar Association.

UNICE SALZMAN JENSEN, P.A.

ASSOCIATES

MARIANA L. GALLASTEGUI, Esq., received a Bachelor of Arts degree in Business Administration from the University of Florida in 2014. She earned her Juris Doctorate degree from Fordham University College of Law in 2018. Mariana has practiced in the area of estate planning, insurance litigation, medical malpractice and nursing home litigation. She was born in Clearwater Florida. Member: The Florida Bar.

VANESSA W. GERLICH, Esq., admitted to Florida Bar 2017; Education: University of Florida, Bachelor of Arts 2014 in Criminology graduating *Summa Cum Laude*; Stetson University College of Law (J.D. 2017). While attending Stetson she interned with the St. Petersburg City Attorney's Office. Membership: The Florida Bar. Vanessa is fluent in German.

ARIANA N. SILLER, Esq., is a mid-west native who received two undergraduate degrees from Purdue University, Bachelor of Arts in Psychology and a Bachelor of Arts in Pre-law. Upon graduation she obtained her Juris Doctorate from Stetson University College of Law in 2014. Member: The Florida Bar since 2015.

UNICE SALZMAN JENSEN, P.A.

T.R. UNICE, JR.

T.R. UNICE, JR., born Uniontown, Pennsylvania, December 29, 1957; admitted to the bar, 1982, Florida. Education: Washington and Jefferson College (B.A., 1979); The American University (1978); Ohio Northern University (J.D., 1982). Member: Clearwater Bar Association, St. Petersburg Bar Association, Pinellas County Trial Lawyers Association, Pinellas County Claims Association, Defense Research Institute.

Mr. Unice began his law practice as an Assistant State Attorney for the Sixth Judicial Circuit in Pinellas and Pasco County, Florida, in 1983 immediately after law school, wherein he served on the Arson Prosecution Unit working closely with insurance companies, state arson and fraud investigators, and local fire investigative teams. After leaving the Office of the State Attorney in 1983, Mr. Unice devoted his practice to insurance defense litigation. Mr. Unice's background includes representing insurance companies and self-insured entities in all types of personal injury and civil rights matters, and motor vehicle and truck accidents.

In addition to being a member of the Florida Bar, Mr. Unice is a Board-Certified Civil Trial Lawyer by the Florida Bar and nationally by the American Board of Trial Advocacy. Only a small percentage of Florida trial lawyers are Board certified. In order to become Board certified by these entities, an attorney must demonstrate an exceptional level of trial skills, try a minimum number of cases and receive favorable reviews of judges and other Board-Certified attorneys. He has been awarded an AV Preeminent rating by Martindale-Hubbell. He is admitted to practice in the state courts of Florida, the U.S. District Court for the Middle District of Florida, the United States Eleventh Circuit Court of Appeals, and the Supreme Court of the United States.

UNICE SALZMAN JENSEN, P.A.

ANDREW J. SALZMAN

ANDREW J. SALZMAN, was born in West Palm Beach, Florida, on August 19, 1960, and was raised in Miami, Florida. Mr. Salzman attended the University of Florida, where he graduated with a Bachelor of Science degree in psychology in 1982.

Mr. Salzman attended Stetson University College of Law receiving his Juris Doctorate in 1986. While at Stetson, Mr. Salzman was a member of the Moot Court Board and participated in the State Moot Court competition. He was a member of the American Bar Association Mock Trial Board and Mock Trial Team, participating in both regional and state competitions. After graduating from law school, Mr. Salzman joined the Office of the State Attorney of the Sixth Judicial Circuit of Florida. He held that position for over three years, serving in both the Misdemeanor Division, as Misdemeanor Lead Trial Attorney, and Felony Division. Mr. Salzman is a member of the American Bar Association, Florida Bar, U.S. District Court, Middle District of Florida, U.S. Court of Appeals, 11th Circuit, Clearwater Bar Association (past Chairman, Local Government Law Section, Young Lawyers Section Director and Athletic Chairman), Pinellas County Trial Lawyers Association (Secretary), American Inns of Court, Pinellas Inn (Barrister), Defense Research Institute, Florida Bar Grievance Committee Member (6-C), and Florida Defense Lawyers Association. Mr. Salzman served on the Board of Directors for over 10 years and as President of Temple B'nai Israel from 2012-2014. Mr. Salzman was a founder and served as a director of Patriot Community Bank for over 13 years. Mr. Salzman is a member of Leadership Pinellas and currently serves on their Board of Directors. Mr. Salzman has lectured on numerous topics including workers' compensation, ADA, FMLA, Public Records, the Sunshine Law and the Municipal Board Governance. Mr. Salzman is an AV Preeminent rated attorney by Martindale-Hubbell.

UNICE SALZMAN JENSEN, P.A.

JEFFREY D. JENSEN

JEFFREY D. JENSEN was born in Charleston, South Carolina, on April 17, 1967. He settled in the Tampa Bay area in 1981. Mr. Jensen enlisted in the United States Air Force in 1985, serving in the Southwestern region of the United States, Europe, and Asia. He returned to Tampa Bay in 1989 and became a member of the St. Petersburg Police Department, where he still serves as a reserve officer. While working, he received his Associate and Bachelor of Arts degrees from St. Petersburg College and the University of South Florida.

Mr. Jensen attended Stetson University College of Law, obtaining his Juris Doctorate degree in 2005. While at Stetson, he served on the Editorial Board of the *Stetson Law Review* and participated in Stetson's Honors Program. He completed an internship with the City of St. Petersburg's City Attorney's Office, where he assisted in police-related litigation. Upon graduation he worked at a small firm specializing in defending civil rights and related litigation. He also serves as a member of St. Petersburg's Nuisance Abatement Board.

Mr. Jensen's primary practice areas include insurance defense litigation and governmental representation. He has and continues to litigate on behalf of governmental agencies in all aspects of State, Federal and Administrative matters. He is a member of the Florida Bar and the American Bar Association and is also licensed to practice before the United States District Court for the Middle District of Florida.

UNICE SALZMAN JENSEN, P.A.

PROPOSED FEE SCHEDULE

In its representation of other governmental clients, Unice Salzman Jensen, P.A. has utilized an hourly fee structure to perform the types of services described in the request for legal services. We provide our clients with monthly invoices, which detail all tasks performed by the firm's attorneys and paralegals during the prior month, the hourly rate charge, and an itemization of costs. The firm pays for out-of-pocket expenses and includes those costs on the next appropriate monthly bill. Typically, the firm does not bill for either short telephone conversations with our clients or discussions amongst our attorneys and staff. We propose a fee structure whereby we would be compensated at a rate of \$175.00 per hour work performed by firm attorneys and \$100.00 per hour for work performed by paralegals, with these fees to be review on an annual basis. The City would also be responsible for all costs we incur in the course of representing the City, such as travel outside of the Tampa Bay area, copy costs, facsimile charges, long distant telephone calls, federal express charges, costs for computerized legal research, filing fees, messenger services, and other out-of-pocket costs. In handling litigation, it is difficult to ascertain a monthly retainer due to litigations inherent ebbs and flows, however as the City desires a monthly retainer option, the amount proposed would be \$6,000.00 per month. We are willing to discuss our proposed fee structure with the City.

SERVICES

Unice Salzman Jensen, P.A. has reviewed and acknowledges the contents of the Notice for Request for Proposal to provide attorney litigation services for the City of Tarpon Springs. Unice Salzman Jensen, P.A. has vast experience in all areas outlined in the Request for Proposal and will adhere to the criteria contained in the overview along with the items contained in the Attachments. Unice Salzman Jensen, P.A., is uniquely qualified to handle all aspects of local government litigation matters. Our firm acknowledges that the City's decision to award this contract is final and there will be no litigation instituted as a result of the City's selection. The firm's attorneys have over seventy (70) years of experience representing and litigating on behalf of local governments.

UNICE SALZMAN JENSEN, P.A.

FIRM'S INFORMATION

Firm Name: Unice Salzman Jensen, P.A.
Contact Names: Andrew J. Salzman, Esquire
Addresses: SouthState Bank Building, Second Floor
1815 Little Road
Trinity, Florida 34655
Phone: 727-723-3772
Fax: 727-723-1421

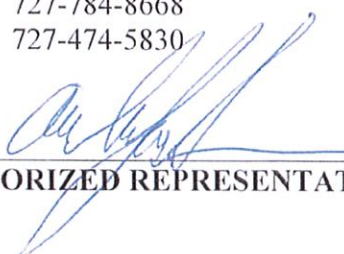
Contact E-Mail Address: asalzman@unicesalzman.com

References: Chief Richard Graham
Lealman Special Fire Control District
4360 55th Avenue North
St. Petersburg, Florida 33714
Phone: 727-526-5650 x225
Fax: 727-525-9657

Mr. Gene Coppola
Palm Harbor Library
2330 Nebraska Avenue
Palm Harbor, Florida 34683
Phone: 727-796-0911
Fax: 727-799-4518

James O'Reilly, City Manager
City of Gulfport
2401 53rd Street South
Gulfport, Florida 33707-5161
Phone: 727-893-1000
Fax: 727-893-1005

Chief Jason Gennaro
East Lake Tarpon Special Fire Control District
3375 Tarpon Lake Blvd
Palm Harbor, Florida 34685
Phone: 727-784-8668
Fax: 727-474-5830



AUTHORIZED REPRESENTATIVE

UNICE SALZMAN JENSEN, P.A.

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Technical Proposal Form 1
PROPOSER CERTIFICATION AND WARRANTY
FORM

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.)

Unice Salzman Jensen, P.A. (S Corporation)

2. Name/title of contact person for the Proposer:

Andrew J. Salzman, Esquire
Attorney at Law and Shareholder at Unice Salzman Jensen, P.A.
Florida Bar Number: 603929

3. Local business and mailing address:

Unice Salzman Jensen, P.A.
SouthState Building, Second Floor
1815 Little Road
Trinity, Florida 34655

4. Primary business and mailing address:

Unice Salzman Jensen, P.A.
SouthState Building, Second Floor
1815 Little Road
Trinity, Florida 34655

5. Telephone: (727) 723-3772 Fax : (727) 723-1421

6. Federal Employer Identification Number (FEIN): 59-3664875

7. The business has been in operation under its present name since: 9/15/2014

The above-named Proposer does hereby warrant and certify under Oath:

- A. That the name of the Proposer as it shall appear on all contracts and agreements is as stated above.
- B. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.
- C. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

- D. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.
- E. That the Proposer is not in arrears to City of Tarpon Springs upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Tarpon Springs except as expressly stated below.
- F. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- G. That the Proposer acknowledges, understands, and agrees that the RFP does not reflect all of the requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.
- H. That the Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance does not have or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.
- I. That the Proposer has received and carefully examined all Addenda issued prior to Proposal Opening.

Addendum #1
Acknowledged: 

Addendum #2
Acknowledged: 

Addendum #3
Acknowledged: 

Addendum #4
Acknowledged: 

Addendum #5
Acknowledged: 

- J. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- K. That the Proposer certifies that the Pricing Schedule Proposal contains the required Proposal Bond-N/A.
- L. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached

Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City Board of Commissioners or any person interested in the RFP; and

- M. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.
- N. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: Michelle Solt
(SEAL)
Witness


(Authorized signature in ink)

Michelle Solt
Witness

Andrew J. Salzman

(Printed name of signer)

Attorney at Law, Shareholder
(Printed Title of signer)

CORPORATE SEAL
(Where appropriate)

11/9/2022
(Date signed)

Technical Proposal Form 2
KEY PROJECT STAFF EXPERIENCE/COMMITMENT

General Information

Name: Andrew J. Salzman, Esquire

Firm: Unice Salzman Jensen, P.A.

Title: Attorney at Law, Shareholder

Years employed by firm: 21 years

Total Professional Experience 36 years

Professional Registration
and Licenses

(type/state/year/license number): Federal Courts: U.S. District Court of Florida, Middle District of Florida
State Courts: Florida; AV Rated 22 years; Florida Bar 603929

Primary Attorney: Andrew J. Salzman, Esquire

Location of Individual During Entire Project: Trinity, Florida 34655

Description of Role/Responsibilities:

Attorney Andrew J. Salzman shall provide all litigation attorney services as outlined in the Request for
Proposals and assigned by the City Manager and/or City Board of Commissioners.

Expected Time Commitment to Project:

Primary Attorney 100 %

ATTACHMENT B
SCHEDULE AND COST PROPOSAL FORMS

(MUST BE PROVIDED IN SEPARATE, FILE WITHIN PROPOSAL SUBMISSION PACKAGE)
SCHEDULE PROPOSAL FORM 1

City of Tarpon Springs Litigation Attorney Services

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by City of Tarpon Springs.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING REQUEST FOR PROPOSALS AND ALL RELATED ATTACHMENTS AND DOCUMENTS, INCLUDING THE SUBSEQUENT AGREEMENT (ATTACHMENT C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

*** USE BLACK INK ***

Form 1
PRICING SUMMARY FOR PROPOSAL NO. 230040-P-JL
Litigation Attorney Services

OFFERER _____

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Agreements.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. **ePayables:** Bidder is currently set up with a merchant account or will set up a merchant account to accept payment by VISA credit card and will accept payment from the City by VISA account through the ePayables electronic payment solution. Yes _____ No X

We will accept Visa for payment: X Yes ____ No. Payment must be processed in _____ days after receipt of proper invoice or services accepted (whichever is the latter).

Proposer will complete the Work in accordance with the Proposal Documents for the unit prices shown on the Pricing Summary below.

4. Proposers are aware that the dollar amount shown herein is to be utilized by the City as a guide to the best qualified Proposer. The actual total compensation paid Proposer for the project described in these Agreements may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Agreements. Contingency and allowances will be utilized in accordance with the Agreement.

The above-named Proposer affirms and declares:

- A. That the Proposer has carefully examined the Work and that, based upon its own investigations, Proposer has fully satisfied itself as to: (1) the nature and location of the Work; (2) the character, quality and quantity of all materials needed for the performance of the Work; (3) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (4) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (5) all other items which may in any way affect or impact the Work or its performance.
- B. Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Proposer hereby certifies that Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

BY: Michelle Solt
(SEAL)
Witness

(Authorized signature in ink)

Michelle Solt
Witness

Andrew J. Salzman

(Printed name of signer)

Attorney at Law, Shareholder
(Printed Title of signer)

CORPORATE SEAL
(Where appropriate)

11/9/2022
(Date signed)

STATE OF (Florida)

SS

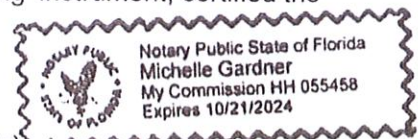
COUNTY OF (Pasco)

On this 9th day of November, 2022, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization to me known to be the individual described in and who executed the foregoing instrument as Counsel of Record for the City of Tarpon Springs, Florida, of Unice Salzman Jensen, P.A., a S corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Michelle Gardner (Signature of Notary Public)

Michelle Gardner (Print/Type/Stamp Commissioned Name of Notary Public)



Personally known X or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF (Florida)

SS

COUNTY OF (Pasco)

On this 9th day of November, 20 22, before me, the undersigned authority, personally appeared by means of ☒ physical presence or ☐ online notarization, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Michelle Gardner (Signature of Notary Public)

Michelle Gardner (Print/Type/Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____ (NOTARY'S SEAL)



Proposal Form 1, Pricing Proposal, Continued

FEE PROPOSAL

Proposal for Compensation (this information should all be included in your proposal uploaded).

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Monthly retainer fee and the expenses to be paid (outline in you fee proposal expenses to be paid).	12	Monthly	\$6,000.00	

**Pricing should include a narrative describing breakout of costs

Standard Hourly Rate Schedule

Your standard hourly rates for the Primary Attorney, the Assistant Attorney, Senior Attorney, if applicable, Paralegal services, Stenography services, etc.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Primary Litigation Attorney	1	Hourly	\$175.00	
2	Assistant Attorney	1	Hourly		
3	Senior Attorney	1	Hourly		
4	Paralegal	1	Hourly	\$100.00	
5	Legal Assistant	1	Hourly		

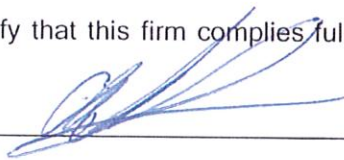
Proposal Form 2
DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 11/9/2022

Signature: 

Company: Unice Salzman Jensen, P.A.

Name: Andrew J. Salzman
(Typed or Printed)

Address: SouthState Building, Second Floor

Title: Attorney at Law, Shareholder

1815 Little Road

Trinity, Florida 34655

Phone No: (727) 723-3772

E-Mail: asalzman@unicesalzman.com

Proposal Form 3
PUBLIC ENTITY CRIMES STATEMENT

1. This sworn statement is submitted to City of Tarpon Springs by Andrew J. Salzman, Esquire
Attorney at Law, Shareholder (print individual's name and title) for Unice Salzman
Jensen, P.A. (print name of entity submitting sworn statement) whose business address is: SouthState Building, Second Floor, 1815 Little Road, Trinity, Florida 34655 and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-3664875 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies with a check mark in box).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)


Authorized Representative-Sign in Ink

Andrew J. Salzman, Attorney at Law, Shareholder

Authorized Signature (typed) Title

Unice Salzman Jensen, P.A.

Company Name

SouthState Building, Second Floor, 1815 Little Road

Mailing Address

Trinity, Florida 34655

City, State, Zip

230040-P-JL

(727) 723-3772

(Area Code) Telephone Number

STATE OF FLORIDA

COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, by Andrew J. Salzman, who is ☒ personally
known to me or ☐ has produced _____ as identification, this
11th day of November, 2022.

Michelle Gardner
Notary Public, State of Florida



SECTION 7 - ATTACHMENTS AND EXHIBITS

Exhibit A - Minimum Insurance Requirements

Exhibit B - Additional Required Forms

Attachment C - City of Tarpon Springs Travel Policy

Attachment D - Agreement

assessments for any deductibles which all are at the sole responsibility and risk of the engineering consultant.

3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

EXHIBIT B
Additional Forms Required
NON-COLLUSION /LOBBYING CERTIFICATION

Andrew J. Salzman, Esquire, being the authorized Agent,
certifies that:

He/she is Attorney at Law, Shareholder the
Partner, Officer, Representative or Agent) of Unice Salzman Jensen, P.A. the
Bidder that has submitted the attached Proposal;

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: 
Signature


Witness

Michelle Solt
(Printed Name)

Legal Assistant
(Title)

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
 5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City _____ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

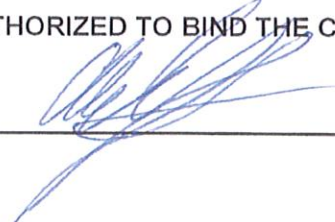
☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Unice Salzman Jensen, P.A.

NAME (PER AUTHORIZED TO BIND THE COMPANY): Andrew J. Salzman, Attorney at Law, Shareholder

SIGNATURE:  DATE: 11/9/2022

**FIRST AMENDMENT TO REQUEST FOR PROPOSAL
(RFP) No. 230040-P-JL LITIGATION ATTORNEY
SERVICES AGREEMENT BETWEEN THE CITY OF
TARPON SPRINGS, FLORIDA, AND UNICE SALZMAN
P.A.**

This is the First Amendment to the Agreement for Litigation Attorney Services ("Agreement") between the City of Tarpon Springs, Florida ("Owner") and Unice Salzman P.A., ("Firm"), for the provision of litigation attorney services is entered into this 22nd day of January 2025 ("Effective Date").

WHEREAS, the Owner and Firm entered into an Agreement for litigation attorney services on January 25, 2023; and

WHEREAS, the Owner has determined that because of certain ongoing litigation and the needs to perform services as requested without disruption requires continuing legal services; and

WHEREAS, the Owner did include an additional one-year renewal request, the Board of Commissioners approved the renewal on January 21, 2025; and

WHEREAS, so as to ensure the Owner is able to continue to assign work to the agreement, the Firm has agreed to amend the Agreement to incorporate the required terms to cover any work performed for the Owner.

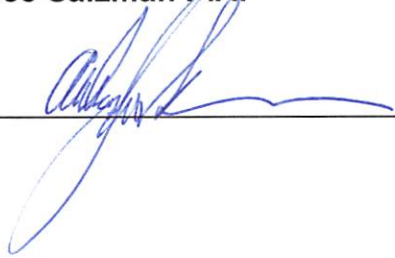
NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and further supported by the consideration for this First Amendment set forth above, the Parties hereby agree to amend the Agreement as follows:

1. To extend the term of the contract agreement to expire on January 22, 2026, is and shall be deemed to be wholly incorporated into the Agreement.
2. This First Amendment does not change the pricing set forth in the Agreement.
3. This First Amendment shall be effective upon the Effective Date notwithstanding the actual date(s) of approval or execution.
4. Except as amended by this First Amendment, all other terms of the Agreement shall continue in full force and effect, and the Parties hereby ratify and confirm the Agreement as amended herein.
5. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this First Amendment to the Agreement.

Unice Salzman P.A.

By: _____



City of Tarpon Springs

By: Charles Rudd _____

Charles Rudd,
City Manager

Jan 27, 2025

Signature: Charles Rudd
Charles Rudd (Jan 27, 2025 07:34 EST)

Email: Charlesrudd@ctsfl.us



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Irene Jacobs, City Clerk & Collector
Michele Manousos, Deputy City Clerk & Collector
Charles Rudd, City Manager
Jeff Young, Police Chief
From: Andrew Salzman, City Attorney
Subject: Code Enforcement Lien Reduction Request; Case #19-80000220, 221 & 222 **(Andrew Salzman City Attorney, Jeff Young Police Chief) (15 Minutes) (DEFERRED DATE TO BE DETERMINED)**

Recommendation

The owner of the properties located at 424 E. Pine St, 420 Hibiscus St and 435 Hibiscus St (Q-Mar) has offered \$7,500.00 to settle these cases. Code Enforcement has no opposition to this settlement.

Background

On April 3, 2019, Code Enforcement observed violations for Duty to Maintain Property and other violations. March 10, 2022, the Code Board issues a deadline of September 23rd, 2022. The Affidavit of Non-Compliance was accepted by the Code Board on February 9th, 2023, and was retroactive back to September 23, 2022.

The fines associated with this Non-Compliance were set with the Daily Fine amount of \$250.00 per day and a \$10.00 Satisfaction fee. As of 4/4/2025 the total amount due was \$186,704.54 on each of the 3 properties totaling \$560,113.62

Expenses to the City were minimal in this case, with only correspondence and regular inspections identified. Nothing regarding the city having to abate the property or provide any material or manpower to come into compliance was found.

There were no Public Safety concerns noted within the file.

The properties were put in Compliance as of August 26th, 2024.

Funding

Strategic Plan Objective



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

April 4, 2025

RE: Code Enforcement liens in the name of Michael Menna, Sr. Tre.

(X) There is currently **three (3)** Code Enforcement liens in the name of Michael Menna, Sr. Tre.

Legal Description: Mrs. S. Safford Parken's Lot 12 & N 15ft of Lot 11
Parcel Number: 12/27/15/66573/000/0120

1. Case Number 19-80000220, \$186,704.54 the pay-off amount effective thru April 30, 2025.

Breakdown:	Principle	\$175,500.00
	Interest	\$11,141.54
	Administrative fee	\$25.00
	Recording fees	\$28.00
	Satisfaction fee	\$10.00

Legal Description: Mrs. S. Safford Parken's Lots 13 & 14
Parcel Number: 12/27/15/66573/000/0130

2. Case Number 19-80000221, \$186,704.54 the pay-off amount effective thru April 30, 2025.

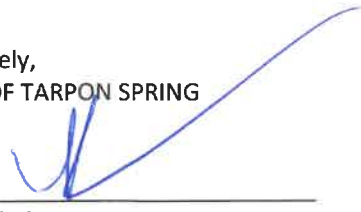
Breakdown:	Principle	\$175,500.00
	Interest	\$11,141.54
	Administrative fee	\$25.00
	Recording fees	\$28.00
	Satisfaction fee	\$10.00

Legal Description: Mrs. S. Safford Parken's Lot 23
Parcel Number: 12/27/15/66573/000/0230

3. Case Number 19-80000222, \$186,704.54 the pay-off amount effective thru April 30, 2025

Breakdown:	Principle	\$175,500.00
	Interest	\$11,141.54
	Administrative fee	\$25.00
	Recording fees	\$28.00
	Satisfaction fee	\$10.00

Sincerely,
CITY OF TARPON SPRING


K. Michele Manousos, CMC
Deputy City Clerk & Collector



N. Michael Kouskoutis
Attorney at Law

Law Offices
of
N. MICHAEL KOUSKOUTIS, P.A.

623 East Tarpon Avenue
Tarpon Springs, FL 34689
Ph: 727-942-3631
Fax: 727-937-5453

October 31, 2024

Charles Rudd, City Manager
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, Florida 34689

Re: **Offer of Settlement / Michael Menna, Sr. Trustee**
Code Enforcement Lien Case No: 19-80000220, 221 & 222

Dear Mr. Rudd:

Please accept this offer of Settlement regarding the above Citation. There are certain facts that I am asking the City to consider in its decision to mitigate the Code Enforcement liens totaling in excess of \$150,000.00.

It is my understanding that CEB does not have the ability to reconsider or negotiate the amount of fines assessed by the CEB once a lien has been filed. Accordingly, my Client is appealing the Board of Commissioners to help resolve the outstanding CEB lien.

By way of background, my client owns the property located at 424 N. Pinellas Ave., Tarpon Springs, Florida. In April of 2019, my received multiple citations for various code violations. The emphasis of these violations is structural (specifically, the roof structure). After meeting with a roofing contractor, the condition of the roof structure was beyond the simple repair as there were significant structural issues. My client requested an assessment from various Engineering firms and roofing contractors to get an assessment and a price. An architect was also required. Before my client was able to secure the services of an Engineering firm and roofing contractor he needed to secure plans. This took many months. Then Covid became an issue. Despite Covid, my client worked at getting pricing. During this whole process, my client was in contact with Code Enforcement Officer, Beth Hughes. Due to the extent of the repairs, my client was required to obtain an appraisal to determine valuation. All in all, my client has had to, among other tasks to do the following:

1. Obtain an architect
2. Secure construction plans
3. Secure an Engineer (Structural)
4. Obtain a survey (surveyor did not provide an elevation certificate and client had to have the recertified for elevation)
5. Secure an appraisal

6. Secure a Roofer
7. Obtain blueprints for the trusses.
8. Obtain engineered trusses
9. Secure bids from the various vendors as the project was extensive and expensive.
10. Wait 4 months for trusses
11. Wait for scheduling on all of contractors.
12. Secure asbestos survey
13. Secure Permits

I have provided you a copy of the case notes and my client's activity log. You will note that the initial contractor was not proactive in applying for a permit (2022). My firm was retained in 2022 to intervene. In December 2022 my client discharged the Contractor (Bayside) and engaged with a new Contractor (Sanbar). The truss drawing had to be modified and the survey had to be revised. In late 2023. A permit application was submitted in early 2024. From the time of the citations were issued and the abatement of the violations, my client was proactive in satisfying the outstanding issues. Again, this is evident in my client's activity log.

My client understands that they bear responsibility of keeping their property in compliance. However, the delay is result of the process in getting to a point wherein a permit for repairs can be submitted. My Client has incurred thousands of dollars in the costs of engineering, surveys, construction plans, truss plans, asbestos reports on top of time delay in securing all of the above. Accordingly, my Client is requesting a reduction in the Lien assessment to amount of \$7,500.00 inclusive of costs.

Please advise if and when this matter may be considered by the City Commission.

Sincerely,

N. MICHAEL KOUSKOUTIS, P.A.

N. Michael Kouskoutis, Esq.\

nmk/mk
Encl.



Tarpon Springs Police Department Code Enforcement

"Building a Better Future through Excellence in Policing"



April 5, 2019

CASE NO. 19-80000221

MICHAEL SR TRE MENNA
9022 EASTHAVEN CT
NEW PORT RICHEY, FL 34655-5209

NOTICE OF VIOLATION

LOCATION: PINE ST, 12 27 15 66573 000 0130, PARKEN'S, MRS SAFFORD, LOTS 13 & 14, Tarpon Springs, Florida

DEAR MICHAEL SR TRE MENNA:

The Tarpon Springs Police Department Code Enforcement Division either received a complaint or our Inspector discovered a violation of City Code, of which you may or may not be aware. This Notice of Violation is being sent in an effort to resolve this situation as quickly and pleasantly as possible.

Our inspector has observed the following violation(s) of code on April 03, 2019:

Violation Detail

00010 8-40 8-40 DUTY MAINT OF PRIV PTY

Date Est: April 03, 2019 Location: Qty: 001

Property not being maintained causing a public nuisance.

Violation Detail

00020 8-52 8-52 NUISANCE PROHIBITIONS

Date Est: April 03, 2019 Location: Qty: 001

Vegetation overgrown on the sides of the building needs to be maintained.

All trees must allow a minimum of 10 feet above sidewalk and 14 feet above roadway.

Please trim trees and other vegetation.

Violation Detail

00030 6-1 2017 Bld Code Adopted 6-1 2017 Bld Code 2018 IPMC

Date Est: April 03, 2019 Location: Qty: 001

Using code for IPMC

Violation Detail

00040 IPMC 302.9 DEFACE.PRPTY IPMC 302.9 DEFAACEMENT OF PRPTY

Date Est: April 03, 2019 Location: Qty: 001

Graffiti on side of building needs to be removed.

Violation Detail

00050 IPMC 304.6 EXTERIOR WALLS IPMC 304.6 EXT.WALLS-EXT.STRUC



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WWW.TSPD.US

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Tarpon Springs Police Department Code Enforcement

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pertaining to this letter.

Thank you for your attention to this matter.

Sincerely,

Officer S. Gassen
Tarpon Springs Police Department
Code Enforcement Officer
Code Enforcement Division
City of Tarpon Springs, Florida 34689
Telephone Number: (727) 939-4534
E-Mail Address: tarponcode@tspd.us



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City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

NOTIFICATION OF LIEN – NON-COMPLIANCE

July 13, 2023

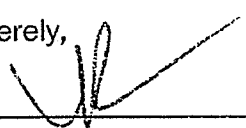
Michael Menna, Sr. Tre.
9022 Easthaven Court
New Port Richey, Florida 34655-5209

Re: Code Enforcement Board Case No. 19-80000222
Name of the Violator(s): Michael Menna, Sr. Tre.
Violation Location: 424 E. Pine Street
Parcel Number: 12/27/15/66573/000/0230
Violation of Code Section: 8-40, 6-1 IPMC 304.7, IPMC 302.9, 105.1 and 133.03

This is to inform you that on February 16, 2023, a lien was recorded against the above referenced property and a \$250.00 per day fine was imposed upon you, since September 23, 2022. This fine will continue to accrue until the property is brought into compliance. As of July 13, 2023 the fine amount \$73,250.00.

If the property has been brought into compliance, please contact the Code Enforcement Officer at 727-937-0017.

Sincerely,



K. Michele Manousos, CMC
Deputy City Clerk & Collector

From: Anthony Triggiano <capo@fortunahg.com>
Sent: Wednesday, March 9, 2022 7:30 AM
To: Beth Hughes <bhughes@tspd.us>
Subject: Re: 424 N Pinellas

External Email- Use caution with links and attachments

Good morning Beth,

I have had shoulder surgery recently and legally not able to drive, so coming to the meeting is not an option. Hopefully this email will suffice for all the information you require.

I have spoken to each vendor and here is the timeline of what I think each part of this project will take to complete:

Survey - They won't be able to start until the end of the month then it takes 3 weeks time to get the completed survey back to me.

Engineer - The engineer stated that once he received the survey then it would take him 2 weeks to create the plans needed for the trusses.

City of Tarpon Springs - I did not speak to the city regarding the timeline of looking at plans and then getting them approved but I think 5 weeks would be a good guess especially in today's climate.

Roofing company - Once the permit(s) is pulled, they told me it would take anywhere from 10-11 weeks to have the lumber on the site. Just to be on the safe side when asking for time, Once the lumber is at the site then the work should only take approximately 1 week.

Total of weeks until completion: 22 weeks from the beginning of April 2022. (September 23, 2022)

Truly sorry this took so long but we have ran into vendor after vendor trying to take advantage of the public due to the inflation situation that we are in. Thank God we have found honest vendors to work with and got this started!

If you need any other info please let me know.

Anthony Triggiano



Tarpon Springs Police Department Code Enforcement

"Building a Better Future through Excellence in Policing"



Date Est: April 03, 2019 Location: Qty: 001

Holes in wall, also mold of some sort growing in many places on walls.

Please repair holes and clean and sanitize the building so as not to pose a potential health issue.

Violation Detail

00060 IPMC-304.7 ROOF AND DRAIN IPMC 304.7 ROOF AND DRAINAGE

Date Est: April 03, 2019 Location: Qty: 001

Numerous places the metal is peeling away from the roof. Also wood flashing and trim is broken, rotted, peeling in numerous places.

Please repair the roof and bring it up to current required code standards.

Violation Detail

00070 TREE EXEMPTIONS 133.03 TREE EXEMPTIONS

Date Est: April 03, 2019 Location: Qty: 001

Brazilian pepper trees on the property when a CO has been issued.

Brazilian pepper trees must be removed and their regrowth prevented.

Violation Detail

00080 IPMC-304.13 WINDOW&DOOR F IPMC 304.13 WINDOW & DOOR FRAM

Date Est: April 03, 2019 Location: Qty: 001

All windows must have the proper glazing material and be intact and not boarded up. Please contact the building department before windows are replaced and obtain any necessary permits.

Please go to the following website for specific information regarding Tarpon Springs City Ordinances.

https://www.municode.com/library/fl/tarpon_springs/codes/code_of_ordinances

Please take action to correct the above prior to **5:00 P.M. on May 07, 2019**. Another inspection will occur after this date, unless you request an inspection sooner. If you need more time, please submit a written request (via email or postal mail) for an extension. Please include a reasonable timeframe for the violation to be corrected. The code enforcement office will contact and advise you if the request was granted, denied or an alternative timeframe was suggested.

Our goal is to acquire voluntary compliance.

If the violation persists, you will be required to appear before the Code Enforcement Board or a Court of Competent Jurisdiction. The City of Tarpon Springs Code Enforcement Board may, under the provisions for section 162.09 Florida Statutes, impose a fine, not to exceed \$250.00 for each day the violation continues past the date set for compliance. In the case of a repeat violator, the fine not to exceed \$500.00 per day from date of violation. Other administrative costs may be added as well.

Please contact our office at (727) 937-0017 or via email at TarponCode@tspd.us should you have any questions



444 S. HUEY AVE., TARPON SPRINGS, FL 34689 - PHONE (727) 937-0017

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City of Tarpon Springs, Florida

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P.O. Box 5004
410 North Ring Avenue
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(727) 942-5614
Fax (727) 942-5619

NOTIFICATION OF LIEN – NON-COMPLIANCE

July 13, 2023

Michael Menna, Sr. Tre.
9022 Easthaven Court
New Port Richey, Florida 34655-5209

Re: Code Enforcement Board Case No. 19-80000221
Name of the Violator(s): Michael Menna, Sr. Tre.
Violation Location: Pine Street
Parcel Number: 12/27/15/66573/000/0130
Violation of Code Section: 8-40, 6-1 IPMC 304.7 and 105.1

This is to inform you that on February 16, 2023, a lien was recorded against the above referenced property and a \$250.00 per day fine was imposed upon you, since September 23, 2022. This fine will continue to accrue until the property is brought into compliance. As of July 13, 2023 the fine amount \$73,250.00.

If the property has been brought into compliance, please contact the Code Enforcement Officer at 727-937-0017.

Sincerely,



K. Michele Manousos, CMC
Deputy City Clerk & Collector



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

Fax (727) 942-5619

NOTIFICATION OF LIEN – NON-COMPLIANCE

July 13, 2023

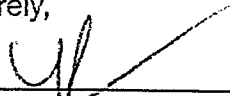
Michael Menna, Sr. Tre.
9022 Easthaven Court
New Port Richey, Florida 34655-5209

Re: Code Enforcement Board Case No. 19-80000220
Name of the Violator(s): Michael Menna, Sr. Tre.
Violation Location: 420 Hibiscus Street
Parcel Number: 12/27/15/66573/000/0120
Violation of Code Section: 8-40, 6-1 IPMC 304.7 and 105.1

This is to inform you that on February 16, 2023, a lien was recorded against the above referenced property and a \$250.00 per day fine was imposed upon you, since September 23, 2022. This fine will continue to accrue until the property is brought into compliance. As of July 13, 2023 the fine amount \$73,250.00.

If the property has been brought into compliance, please contact the Code Enforcement Officer at 727-937-0017.

Sincerely,



K. Michele Manousos, CMC
Deputy City Clerk & Collector

Michael Kouskoutis

From: Anthony Triggiano <capo@fortunahg.com> on behalf of Anthony Triggiano
Sent: Monday, September 9, 2024 4:32 PM
To: Michael Kouskoutis
Subject: 420 Hibiscus Violation Documents
Attachments: 424 N Pinellas Notice Of Lien.pdf; 19-220.c.pdf; 19-221.c.pdf; 19-222.c.pdf; 19-80000221 Notice of Violation.pdf

Case 19-80000220 420 Hibiscus St

Case 19-80000221 Parcel 12 27 15 66573 000 0130 VL Pine St

Case 19-80000222 424 E Pine St

Let me know if you need anything else.

D:\Projects\1845 S Pinellas\1845 S Pinellas		1845 S Pinellas
4/5/19	Original notice of violation	pdf in drive
7/10/19	Condition assessment report done by Beryl Engineering	pdf in drive
12/4/19	sent condition assessment to kontos roofing for assist in getting quote	email
12/5/19	emailed beryl engineering about options	email
12/30/19 - 1/22/20	emailed spring engineering to get quote	email
1/18/20	Covid hit the country	
1/21/20	Contacted Bret Krasman for 1845 S Pinellas sewer violation	email
1/27/20	Beth Hughes sewer situation at 1845 took precedence to this project	email
5/11/20	emailed bay area projects solutions to get quote	email
6/15/20	<u>emailed to get quote from ararchitects.net</u>	email
7/3/20	emailed terk construction for quote	email
7/6/20	emailed Arry's roofing for quote	email
7/18/20	emailed bell engineering for quote	email
10/1/20	emailed marlchy@aol.com for quote	email
10/19/20 - 11/2/20	emailed all phase building concepts for quote	email
3/5/21	Permit status for permit #2020-H-799-00442 closed for 1845 sewer violation	email
6/8/21	Beth Hughes contacted about this came up on her report as not being done	email
7/12/21 - 12/07/21	Beth Hughes updates and proof of some repairs have been done	email
10/15/21	Restricted appraisal report done by Valuation Consulting Group	pdf in drive
12/11/21	Beth Hughes touching base	email
12/17/21	beth hughes code enforcement	email
12/17/21 - 3/9/22	Beth Hughes touching base and stated its going in front of board members	email
1/7/22	bayside quote for project	email
2/11/22	bayside payment for project	email
3/9/22	email Beth Hughes but it bounced back	email
3/10/22	Lisa Mercier sent evidence packets for TS code cases	email
4/15/22	Survey completed	email
4/15/22	bayside roofing willard	email
6/2/22 - 6/03/22	bayside willard engineer for truss drawings completed	email
7/27/22 - 7/28/22	bayside michelle dinenno no permit pulled yet	email
9/1/22	Beth Hughes email bounce back	
9/2/22 - 9/6/22	Code enforcement	email
9/2/22 - 1/24/23	bavside michelle dinenno	email
9/6/22	Michelle Dinenno Lisa Godwin inquiry about permit from Bayside	email
9/8/22	bayside roofing permit info	email
9/8/22	bayside permit updated	email
9/12/22	Code enforcement	email
9/19/22	bayside update	email
9/21/22 - 9/22/22	bayside permit received and entered into system 8/10/22 per lisa godwin email dated 9/22/22	email
9/21/22 - 9/22/22	bayside update	email
9/23/22	Kouskoutis	email
9/23/22	Kouskoutis	email
9/24/22	Kouskoutis	email
10/2/22	permit status lisa godwin	email
10/19/22	bayside roofing	email
10/25/22 - 11/3/22	bayside update	email
11/3/22	bayside upcharge due to price of trusses	email
11/4/22	bayside upcharge approved	email
11/16/22	bayside update on truss	email
12/13/22	bayside update on process	email
12/23/22	bayside roofing	email
12/28/22	bayside roofing	email
12/28/22 - 12/29/22	bayside update process and they offered my deposit back	email
1/2/23	Notice of hearing affidavit of non-compliance and second order	Letters in mail, pdf in drive
1/13/23	bayside lisa godwin	email
1/13/23	put carm on project with me	email
1/24/23 - 2/8/23	contacted robert at libbets to help me with the truss drawings	email
2/8/23	email to be read in front of the board since I was out of country	email
2/13/23	email to robert for truss blueprints	email
2/16/23	email to robert for truss blueprints	email
2/27/23 - 3/17/23	email with sanbar	email
2/27/23	email to skyway design for quote	email
2/27/23 - 3/3/23	truss blueprints belt engineering	email
2/28/23	email with sanbar	email
3/15/23	elevation certificate completed	pdf in drive
3/22/23	touched base to see if Sanbar spoke with contractors I called	email
3/27/23	called Good2go contractor for quote	email
3/28/23	emailed hawkins construction for quote	email
3/28/23	emailed tom hayes inc for quote	email
3/29/23	contacted joe at g2roofing for a estimate	email
4/1/23 - 4/12/23	engineering for trusses ernest silcox	email
4/4/23 - 4/5/23	sanbar about plans	email
4/14/23	signed with sanbar	email
4/19/23 - 5/3/23	sanbar run down on plans	email
4/19/23 - 7/24/23	emailed good2go construction for quote	email
5/9/23 - 5/16/23	sanbar elevation certificate	email
5/25/23 - 6/5/23	sanbar update on electrical, etc	email
7/5/23	sanbar plans for project completed	email
7/6/23 - 7/19/23	sanbar and contractor for quote	email
7/12/23	michelle dinenno update	email
7/13/23	Notification of Lien letters	Letters in mail, pdf in drive
7/15/23 - 7/20/23	sanbar update	email
7/20/23 - 7/23/23	sanbar update	email
7/20/23	emailed chris wilson construction for quote	email

9/6/23 - 9/11/23	sandbar bay area surveying update to survey	email
9/14/23	John geiger prelin	email
9/14/23	sandbar asking for revised survey	email
9/14/23	geiger sent documents he requested	email
9/18/23	sandbar bay area surveying john geiger	email
9/20/23	bay area surveying update	email
9/23/23	email spring engineering about our demo options	email
9/27/23	sandbar john geiger	email
9/29/23	john geiger quote	email
9/29/23	<u>emailed tampacivil.com</u> about demo options	email
10/4/23	meeting at sanbar to discuss options	calendar
10/4/23	received contractor leads from another contractor RJ	email
10/11/23	emailed sanbar about development options	email
11/7/23	john geiger signed his contract started project	email
11/7/23	geiger sent contract for us to engage	email
11/8/23	geiger working on getting permit ready	text
11/9/23	sandbar permit is ready per the city	email
11/10/23	geiger permit pulled?	text
11/15/23	sandbar geiger we decided on no roof at this point in time	email
11/15/23	geiger sanbar revised scope of work due to no roof	email
11/17/23	Docs uploaded from sanbar meeting	pdf in drive
11/21/23	asbestos survey completed	email
2/29/24	geiger sandbar permit lag by city	email
3/25/24	gieger sandbar building dept permit lag	email
4/24/24	john geiger decison on doing lukes office trusses	email
4/25/24	sandbar john geiger moving forward with lukes office	email
9/3/24	Michael Rolleston TPD sent reduction paperwork for lein, the violation has been abated	email

Hi Beth,	02/15/2022
	02/15/2022
Here is the receipt for the roof work to be completed, I was	02/15/2022
told there is a 6-8 week wait for the trusses. If you need	02/15/2022
something, other than this, in writing from the roofing	02/15/2022
company please let me know.	02/15/2022
	02/15/2022
Anthony	02/15/2022
001 - Phone Call	
Received a call from Anthony. He requested a meeting with	04/23/2019
Ofc Gassen. Scheduled for 4/24/19 at 10am.	04/23/2019
004 - Phone Call	
Received a call from the contractor, 271-8224. He needs to	05/13/2019
give the PO an estimate for the repairs and had some	05/13/2019
questions. I have him the CE email address and sent the	05/13/2019
pics to freddie@freddiedllc.com.	05/13/2019
011 - Phone Call	
Spoke with Anthony, 505-9662, about what his plan and	12/17/2019
timeline are for compliance. He stated that he has hired an	12/17/2019
engineer to install a pre-fabricated aluminum roof. He will	12/17/2019
reach out to the engineer and call us back with a time	12/17/2019
frame, I reminded him he needs to check if he needs to get	12/17/2019
a Bldg permit.	12/17/2019
026 - E-Mail Received	
I called Mr. Triggiano to explain zoom was no longer	03/07/2022
available as an option. See phone call note.	03/07/2022
	03/07/2022
From: Anthony Triggiano	03/07/2022
Sent: Monday, March 7, 2022 9:57 AM	03/07/2022
To: Beth Hughes	03/07/2022
Subject: Re: 424 N Pinellas	03/07/2022
	03/07/2022
External Email- Use caution with links and attachments	03/07/2022

Called back and left a message. 505-9662 He called back in	04/26/2019
the afternoon and requested an extension, but didn't know	04/26/2019
how much time he needed. I told him to check with the Bldg	04/26/2019
Dept on what he needed for a roof permit and how much time	04/26/2019
the permits usually take then to call back so he can request	04/26/2019
the amount of time he will need.	04/26/2019
014 - Phone Call	
Received a call from Anthony, 505-9662. He stated that he	01/27/2020
had to get a new engineer and that the sewer problem is	01/27/2020
taking precedence due to the nature of the issue, and that	01/27/2020
the engineer will complete this roof issue once the sewage	01/27/2020
issue is fixed.	01/27/2020
015 - E-Mail Sent	
Ofc Gassen,	01/27/2020
	01/27/2020
I received a call from Anthony and copied him on this	01/27/2020
message.	01/27/2020
	01/27/2020
He stated that he had to get a new engineer and that the	01/27/2020
sewer problem is taking precedence due to the nature of the	01/27/2020
issue. The engineer will complete this roof issue once the	01/27/2020
sewage issue is fixed.	01/27/2020
	01/27/2020
He was hit with impact fees for 7 hookups in addition to	01/27/2020
installing the lift station, totals approx. \$4,000 per	01/27/2020
hookup. Lift station is approx. \$65,000.	01/27/2020
	01/27/2020
He is requesting more time with the roof so he can finish	01/27/2020
the sewer hookup first.	01/27/2020
	01/27/2020
Thanks,	01/27/2020
Beth	01/27/2020
017 - E-Mail Sent	

03/07/2022

Hi Beth,

03/07/2022

03/07/2022

Unfortunately I will be needing a survey so that is going to

03/07/2022

take till the end of the month at earliest. I understand I

03/07/2022

have to appear because the permit couldn't have been pulled

03/07/2022

in time. Please send me the info and I will see you on zoom.

03/07/2022

Anthony

03/07/2022

025 - Phone Call

I spoke with Mr. Triggiano regarding the code case going to

03/07/2022

code board. I explained that the owner can no longer attend

03/07/2022

via zoom. He told me he just had surgery and cannot drive.

03/07/2022

I told him he could send an email or letter and we will make

03/07/2022

sure the code board members receive it. I suggested he have

03/07/2022

a date he believes he can obtain compliance in the

03/07/2022

email/letter.

03/07/2022

03/07/2022

Triggiano: 505-9662

03/07/2022

016 - Meeting

Met with Mr. Triggiano since I was not the inspector when

06/11/2021

this case was initiated. I was able to view the condition

06/11/2021

of the roof of the repair shop in addition to the roof of

06/11/2021

the bldg on the corner of Hibiscus and Pine. I explained I

06/11/2021

would speak with the Bldg official and Planning and Zoning

06/11/2021

when Mr. Powell returns in 2 weeks to determine if he can

06/11/2021

repair the existing structure and if he can simply remove

06/11/2021

the roof of the bldg on the corner without changing it

06/11/2021

allowed use. I told him I would call him in a few weeks.

06/11/2021

06/11/2021

Per Kim in P and Z, if it's legally nonconforming no more

06/11/2021

than 50 percent of the bldg can be changed.

06/11/2021

027 - E-Mail Received

From: Capo

03/09/2022

07/12/2021

07/12/2021

07/12/2021

07/12/2021

07/12/2021

07/12/2021

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07/12/2021

07/12/2021

07/12/2021

07/12/2021

structure and re-install commercial metal pole barn	07/12/2021
structure(s). He found a link of examples for you and the	07/12/2021
link is pasted here for you. metal pole barn - Bing images	07/12/2021
Should you choose to explore the alternative idea, you would	07/12/2021
need to complete a site plan first and submit for the	07/12/2021
appropriate demo and installation permits. The wall on the	07/12/2021
southern end appears to require some repair and please note	07/12/2021
one of the cinder blocks is still hanging and was not	07/12/2021
removed after we spoke. Pic is below.	07/12/2021
	07/12/2021
The roof at 424 E Pine St will also need to be repaired with	07/12/2021
permits, if required.	07/12/2021
	07/12/2021
I have copied Michelle from the Bldg Dept (permit questions)	07/12/2021
and Kim from Planning and Zoning (site plan questions) so	07/12/2021
that everyone is in the loop for the two cases you are	07/12/2021
trying to bring into compliance.	07/12/2021
	07/12/2021
Please let me know you received this and if you have any	07/12/2021
questions,	07/12/2021
Beth Hughes	07/12/2021
018 - E-Mail Received	
From: Anthony Triggiano	09/01/2021
Sent: Wednesday, September 1, 2021 5:36 AM	09/01/2021
To: Beth Hughes	09/01/2021
Subject: Re: 19-221, 19-222, 424 E Pine St and Parcel	09/01/2021
12-27-15-66573-000-0130	09/01/2021
	09/01/2021
External Email- Use caution with links and attachments	09/01/2021
	09/01/2021
Hi Beth, good to hear from you. Yes we have discussed it and	09/01/2021
are getting consultation from an appraiser to decide the	09/01/2021
best way to proceed. You will hear from me in a couple	09/01/2021

weeks, 3 at the most depending on when he can get me the	09/01/2021
report. It seems like everyone is so busy in the real estate	09/01/2021
game, I guess it's a good thing!	09/01/2021
	09/01/2021
Have a great day!	09/01/2021
	09/01/2021
On Tue, Aug 31, 2021 at 7:56 AM Beth Hughes	09/01/2021
wrote:	09/01/2021
Good Morning Mr. Triggiano,	09/01/2021
	09/01/2021
I hope you are having a good week.	09/01/2021
	09/01/2021
Have you and your dad discussed these properties and how you	09/01/2021
want to move forward?	09/01/2021
	09/01/2021
Thank you,	09/01/2021
Beth Hughes	09/01/2021
019 - Additional Complaint	
I received a complaint that the property's roof has loose	10/28/2021
metal panels that are flapping in the wind. Additionally, he	10/28/2021
states that they are parking on the easement that is	10/28/2021
adjacent to his property at 424 Hibiscus. Added this as an	10/28/2021
additional complaint, location was put in incorrectly. The	10/28/2021
parking was not in violation. See closed case 21-580.	10/28/2021
020 - E-Mail Sent	
From: Capo	10/28/2021
Sent: Thursday, October 28, 2021 8:58 AM	10/28/2021
To: Beth Hughes	10/28/2021
Subject: RE: FW: Pine/Hibiscus Properties	10/28/2021
	10/28/2021
External Email- Use caution with links and attachments	10/28/2021
	10/28/2021
Good morning, I will check with the appraiser today and let	10/28/2021

you know as soon as possible.	10/28/2021
	10/28/2021
	10/28/2021
	10/28/2021
	10/28/2021
From: Beth Hughes	10/28/2021
Sent: Thursday, October 28, 2021 8:56 AM	10/28/2021
To: 'Capo'	10/28/2021
Subject: FW: Pine/Hibiscus Properties	10/28/2021
	10/28/2021
Good Morning Mr. Triggiano,	10/28/2021
	10/28/2021
Would you be able to provide an update on the status of the	10/28/2021
appraisal?	10/28/2021
	10/28/2021
Thank you,	10/28/2021
Beth Hughes	10/28/2021
	10/28/2021
	10/28/2021
From: Beth Hughes	10/28/2021
Sent: Monday, October 11, 2021 9:37 AM	10/28/2021
To: Capo	10/28/2021
Subject: RE: Pine/Hibiscus Properties	10/28/2021
	10/28/2021
Good Morning Again,	10/28/2021
	10/28/2021
Is the appraisal for the repair or replacement of the roof?	10/28/2021
The additional complaint was that the roof has loose metal	10/28/2021
panels that are flapping in the wind. He also complained	10/28/2021
about parking in the right of way, but that is not a	10/28/2021
violation.	10/28/2021
	10/28/2021
Sincerely,	10/28/2021

Beth Hughes	10/28/2021
	10/28/2021
From: Capo	10/28/2021
Sent: Monday, October 11, 2021 9:22 AM	10/28/2021
To: Beth Hughes	10/28/2021
Subject: RE: Pine/Hibiscus Properties	10/28/2021
	10/28/2021
External Email- Use caution with links and attachments	10/28/2021
	10/28/2021
Good morning Beth,	10/28/2021
	10/28/2021
The appraisal is in the works, I gave the go ahead a while	10/28/2021
ago. I tried calling the appraiser last week for updates but	10/28/2021
he hasn't gotten back to me yet. As soon as he does, I'll	10/28/2021
get back with you.	10/28/2021
	10/28/2021
What was the complaint?	10/28/2021
	10/28/2021
Thank you	10/28/2021
	10/28/2021
Anthony	10/28/2021
021 - E-Mail Received	
From: Anthony Triggiano	12/17/2021
Sent: Friday, December 17, 2021 11:19 AM	12/17/2021
To: Beth Hughes	12/17/2021
Subject: 424 N Pinellas	12/17/2021
	12/17/2021
External Email- Use caution with links and attachments	12/17/2021
	12/17/2021
Hi Beth,	12/17/2021
	12/17/2021
Hope all is going well with you!	12/17/2021
	12/17/2021

I wanted to let you know we are moving forward with	12/17/2021
repairs/possible tear down and will let you know the	12/17/2021
timeline as soon as I do.	12/17/2021
	12/17/2021
Thank you for your patience and leniency.	12/17/2021
	12/17/2021
Anthony Triggiano	12/17/2021
022 - E-Mail Sent	
From: Anthony Triggiano	02/04/2022
Sent: Friday, February 4, 2022 2:19 PM	02/04/2022
To: Beth Hughes	02/04/2022
Subject: Re: 424 N Pinellas	02/04/2022
	02/04/2022
External Email- Use caution with links and attachments	02/04/2022
	02/04/2022
Hi Beth,	02/04/2022
	02/04/2022
I was hoping to head off this email by sending you one by	02/04/2022
today! I wanted to show you that we have signed up to have	02/04/2022
the roofs replaced. I called the company on Tuesday to have	02/04/2022
them get me an invoice that is a little more detailed than	02/04/2022
what they sent me, for your records. Obviously I haven't	02/04/2022
received that yet otherwise you would already have it.	02/04/2022
	02/04/2022
Of course schedule whatever needs to be and I will get that	02/04/2022
invoice to you as soon as I get it.	02/04/2022
	02/04/2022
Thanks as always for your patience and have a great weekend	02/04/2022
Anthony	02/04/2022
	02/04/2022
	02/04/2022
From: Beth Hughes	02/04/2022
Sent: Friday, February 4, 2022 2:01 PM	02/04/2022

To: 'Anthony Triggiano'	02/04/2022
Cc: Brian Dwyer	02/04/2022
Subject: RE: 424 N Pinellas	02/04/2022
	02/04/2022
Good Afternoon Mr. Triggiano,	02/04/2022
	02/04/2022
I have asked the clerk to schedule the code cases for the	02/04/2022
March 10, 2022 code board hearing. These cases were started	02/04/2022
in 2019 and the roof appears to continue to deteriorate. If	02/04/2022
you are able to obtain the permit for the roof repair prior	02/04/2022
to the hearing, I can consider deferring it to a later date.	02/04/2022
	02/04/2022
Thank you,	02/04/2022
Beth Hughes	02/04/2022
	02/04/2022
From: Anthony Triggiano	02/04/2022
Sent: Friday, December 17, 2021 11:19 AM	02/04/2022
To: Beth Hughes	02/04/2022
Subject: 424 N Pinellas	02/04/2022
	02/04/2022
External Email- Use caution with links and attachments	02/04/2022
	02/04/2022
Hi Beth,	02/04/2022
	02/04/2022
Hope all is going well with you!	02/04/2022
	02/04/2022
I wanted to let you know we are moving forward with	02/04/2022
repairs/possible tear down and will let you know the	02/04/2022
timeline as soon as I do.	02/04/2022
	02/04/2022
Thank you for your patience and leniency.	02/04/2022
	02/04/2022
Anthony Triggiano	02/04/2022

023 - Certified Signed

Tracking #70203160000152434185

02/14/2022

NOH 19-222

02/14/2022

Addressed to: Michael Menna Sr TRE

02/14/2022

Returned to CE on: 2/14/2022

02/14/2022

Signature appears to be: Illegible

02/14/2022

024 - E-Mail Received

From: Beth Hughes

02/15/2022

Sent: Tuesday, February 15, 2022 1:38 PM

02/15/2022

To: 'Anthony Triggiano'

02/15/2022

Cc: Lisa Mercier

02/15/2022

Subject: RE: 424 N Pinellas

02/15/2022

Good Afternoon Mr. Triggiano,

02/15/2022

Thank you very much for the email and attachment.

02/15/2022

If the Bldg permit application is submitted prior to the

02/15/2022

March hearing, I will defer the code cases.

02/15/2022

Hope you have a good rest of your week,

02/15/2022

Beth Hughes

02/15/2022

From: Anthony Triggiano

02/15/2022

Sent: Tuesday, February 15, 2022 1:20 PM

02/15/2022

To: Beth Hughes

02/15/2022

Subject: Re: 424 N Pinellas

02/15/2022

External Email- Use caution with links and attachments

02/15/2022

003 - Phone Call

Received a message from PO on 5/3. Called him back on Monday

05/06/2019

5/6/19. He needed an extension but still doesn't know how

05/06/2019

much time yet because he can't get a contractor who will

05/06/2019

work on a metal roof. I extended a week so he can get try

05/06/2019

and get a firm time frame to get everything repaired. Trees

05/06/2019

are done, the windows and roof are the main issues.

05/06/2019

505-9662

05/06/2019

005 - E-Mail Sent

Good Afternoon Freddie,'freddie@freddiedllc.com'

05/13/2019

I have attached the pictures you requested for the above

05/13/2019

referenced case.

05/13/2019

You may e mail Officer Gassen at tarponcode@tspd.us for

05/13/2019

further clarification.

05/13/2019

Sincerely,

05/13/2019

Beth Hughes

05/13/2019

006 - Phone Call

PO, Anthony, 505-9662 called to double check RI date. I

05/14/2019

told him it had been changed to 06/12/2019 and I didn't know

05/14/2019

if Ofc Gassen had changed it. I told him to please keep us

05/14/2019

updated with the progress of the repairs and to call before

05/14/2019

the next RI date with an update if not completed.

05/14/2019

007 - Phone Call

Received a call from Anthony. He is having structural

05/16/2019

engineer make a site visit on May 23, 2019 to assess what

05/16/2019

may need to be permitted etc. He will keep us up to date

05/16/2019

with the progress.

05/16/2019

008 - Phone Call

Called PO to let him know his deadline had been extended to

06/18/2019

give him more time to determine what he needed to do. I

06/18/2019

also let him know his structure is considered permanent so	06/18/2019
it would need to be properly permitted. He also had some	06/18/2019
questions for the inspector and I let him know that email is	06/18/2019
the best way to reach out to him. 505-9662	06/18/2019
010 - Phone Call	
Received call from owner, 505-9662. He wanted to know who	07/18/2019
he can speak with regarding his structural issues. I spoke	07/18/2019
with Ofc Gassen and he recommended we have meeting with Bldg	07/18/2019
Dept on 24th and we will call him back afterward.	07/18/2019
009 - Phone Call	
Received a call from Anthony, 942-6882. He had trouble	07/08/2019
getting a structural engineer. He hired Beryl Project	07/08/2019
Engineering and they are completing a site visit on	07/08/2019
07/16/2019. He will call me back with an update afterward.	07/08/2019
012 - Phone Call	
Received a call from Anthony, 505-9662.	12/19/2019
	12/19/2019
Spoke with Anthony, 505-9662, about what his plan and	12/19/2019
timeline are for compliance. He stated that he has hired an	12/19/2019
engineer to install a pre-fabricated aluminum roof. He will	12/19/2019
reach out to the engineer and call us back with a time	12/19/2019
frame. I reminded him he needs to check if he needs to get	12/19/2019
a Bldg permit.	12/19/2019
	12/19/2019
Thanks,	12/19/2019
Beth	12/19/2019
013 - Phone Call	
Reached out to Anthony and he stated that his previous	01/07/2020
engineer backed out and he had to get a new one. They	01/07/2020
should be meeting this week and he said he would call with	01/07/2020
an update after the meeting.	01/07/2020
002 - Phone Call	
Received a phone call from owner requesting an extension.	04/26/2019

001 - CE CEB Code Board Meeting	
Anyone present: Email statement submitted by Mr. Triggiano	03/11/2022
as he could not attend in person	03/11/2022
In violation: 8-40, 6-1, 304.7, 105.1, 133.03, 302.9	03/11/2022
Deadline: 9/23/2022	03/11/2022
Fine: \$250/day	03/11/2022
002 - CE CEB Code Board Meeting	
Code Enforcement Board hearing held today at 1330. The	01/13/2023
Respondent, Michael Menna Sr was present. All evidence	01/13/2023
was accepted into the record and that all violations still	01/13/2023
exist.	01/13/2023
	01/13/2023
The Board chose to postpone this second hearing until the	01/13/2023
following month	01/13/2023
and then will address if fines will be due. The Affidavit of	01/13/2023
Non Compliance	01/13/2023
was not accepted and the hearing will be held next month.	01/13/2023
The Board	01/13/2023
requested the Respondent show great progress on coming into	01/13/2023
compliance.	01/13/2023
003 - CE CEB Code Board Meeting	
Code Enforcement Board hearing was held on February 9, 2023	02/10/2023
at 2:00 pm.	02/10/2023
	02/10/2023
Owner was not present for hearing.	02/10/2023
	02/10/2023
Owner provided an email regarding why he was not present and	02/10/2023
the status of the case.	02/10/2023
	02/10/2023
The Board declined to hear it read.	02/10/2023
	02/10/2023
Affidavit of Non-Compliance was accepted by the Board.	02/10/2023

1/25/2023, 2:56:55 PM CSTONER	01/25/2023
	01/25/2023
Property was posted with Notice of Hearing - Second Hearing.	01/25/2023
012 - CE CEB Pre-Board Inspection	
Request status	
	01/25/2023
Results status - INSPECTION COMPLETED	
2/9/2023, 9:24:53 AM CSTONER	02/09/2023
	02/09/2023
	02/09/2023
	02/09/2023
No permits have been applied for. Not in compliance.	02/09/2023
013 - CE Fine Status Reinspection	
Request status	
	02/10/2023
Results status - INSPECTION COMPLETED	
	03/02/2023
No permits have been applied for, approved, issued, or	03/02/2023
finalized. Property is not in compliance and will continue	03/02/2023
to run daily fines.	03/02/2023
014 - CE Fine Status Reinspection	
Request status	
Code Enforcement Board daily fines running -	03/02/2023
	03/02/2023
Check for roof permits to be applied for, approved, issued,	03/02/2023
and finalized.	03/02/2023
Results status - INSPECTION COMPLETED	
3/15/2023, 9:48:12 AM CSTONER	03/15/2023
	03/15/2023
No permits have been applied for. Not in compliance.	03/15/2023
015 - CE Fine Status Reinspection	
Request status	
Code Enforcement Board - Currently running daily fines	03/15/2023

	03/15/2023
Check for roof permits.	03/15/2023
Results status - INSPECTION COMPLETED	
4/17/2023, 1:11:18 PM CSTONER	04/17/2023
	04/17/2023
No permits have been applied for. Not in compliance at this	04/17/2023
time.	04/17/2023
016 - CE Fine Status Reinspection	
Request status	
Code Enforcement Board - Currently running daily fines	04/17/2023
	04/17/2023
Check for permits to be applied for.	04/17/2023
Results status - INSPECTION COMPLETED	
5/19/2023, 3:00:56 PM CSTONER	05/19/2023
	05/19/2023
No permits have been applied for. No change to property. Not	05/19/2023
in compliance.	05/19/2023
017 - CE Fine Status Reinspection	
Request status	
Code Enforcement Board - Currently running daily fines	05/19/2023
	05/19/2023
Check for permits to be applied for.	05/19/2023
Results status - INSPECTION COMPLETED	
6/19/2023, 10:00:12 AM CSTONER	06/19/2023
	06/19/2023
No permits have been applied for. Not in compliance.	06/19/2023
018 - CE Fine Status Reinspection	
Request status	
Code Enforcement Board - Currently running daily fines	06/19/2023
	06/19/2023
Check for permits to be applied for.	06/19/2023

Showing 1 to 142 of 142 entries

Board Meeting Comments

Results status - INSPECTION COMPLETED	
2/25/2022, 9:31:26 AM BHUGHES	02/25/2022
Property posted.	02/25/2022
007 - *Error	
Request status	
Roof, pepper trees, graffiti?	03/11/2022
	03/11/2022
No permits have been applied for, approved, issued, or	03/11/2022
finalized at this property. Not in compliance. Affidavit of	03/11/2022
Non Compliance completed.	03/11/2022
Results status - INSPECTION COMPLETED	
12/8/2022, 11:24:15 AM CSTONER	12/08/2022
	12/08/2022
No permits have been applied for, approved, issued, or	12/08/2022
finalized at this property. Not in compliance. Affidavit of	12/08/2022
Non Compliance completed.	12/08/2022
009 - Post Property	
Request status	
Property posted with Notice of Hearing for January 12, 2023.	12/28/2022
Results status - INSPECTION COMPLETED	
12/30/2022, 2:07:47 PM CSTONER	12/30/2022
	12/30/2022
Property posted with Notice of Hearing for January 12, 2023.	12/30/2022
010 - CE CEB Pre-Board Inspection	
Request status	
	12/30/2022
Results status - INSPECTION COMPLETED	
1/12/2023, 9:58:35 AM CSTONER	01/12/2023
	01/12/2023
No permits have been applied for, approved, issued, or	01/12/2023
finalized regarding any walls, structural, or roofing.	01/12/2023
011 - Post Property	
Results status - INSPECTION COMPLETED	

Comments

Case Number :

19-8000222

Address :

424 E PINE ST

Below is a display of all the narrative which has been entered for this case.

Violation Comments	
8-40. Duty Maint of Priv Prop - ACTIVE	
Roof is in disrepair. Please repair structure with proper permits.	01/10/2022
	01/10/2022
8-52. Nuisance Prohibitions - ACTIVE	
Vegetation overgrown on the sides of the building needs to be maintained.	12/08/2022
	12/08/2022
All trees must allow a minimum of 10 feet above sidewalk and 14 feet above roadway.	12/08/2022
	12/08/2022
Please trim trees and other vegetation.	12/08/2022
	12/08/2022
133.03 TREE EXEMPTIONS - ACTIVE	
Brazilian pepper trees on the property when a CO has been issued.	01/10/2022
	01/10/2022
Brazilian pepper trees must be removed and their regrowth prevented for perpetuity.	01/10/2022
	01/10/2022
IPMC 302.9. Defacement of Prop - ACTIVE	
There is graffiti on Pine St side. Please remove all graffiti. Thank you.	01/10/2022
	01/10/2022
IPMC 304.13 WINDOW & DOOR FRAM - ACTIVE	
All windows must have the proper glazing material and be intact and not boarded up. Please contact the building department before windows are replaced and obtain any	01/10/2022
	01/10/2022
*Error ACTIVE	
Holes in wall, also mold of some sort growing in many places on walls.	12/08/2022
	12/08/2022
Please repair holes and clean and sanitize the building so as not to pose a potential health issue.	12/08/2022
	12/08/2022
IPMC 304.7 ROOF AND DRAINAGE - ACTIVE	

Sent: Wednesday, March 9, 2022 8:30 AM

03/09/2022

To: Beth Hughes

03/09/2022

Subject: RE: 424 N Pinellas

03/09/2022

03/09/2022

External Email- Use caution with links and attachments

03/09/2022

03/09/2022

Yes, I believe September 23rd 2022 would give ample time to

03/09/2022

complete this project.

03/09/2022

03/09/2022

----- Original message -----

03/09/2022

From: Beth Hughes

03/09/2022

Date: 3/9/22 7:50 AM (GMT-05:00)

03/09/2022

To: 'Anthony Triggiano'

03/09/2022

Subject: RE: 424 N Pinellas

03/09/2022

03/09/2022

Good Morning Mr. Triggiano,

03/09/2022

03/09/2022

We will give this to the code board members.

03/09/2022

03/09/2022

Would you verify that you would like a deadline of September

03/09/2022

23, 2022?

03/09/2022

03/09/2022

Thank you,

03/09/2022

Beth Hughes

03/09/2022

03/09/2022

From: Anthony Triggiano

03/09/2022

Sent: Wednesday, March 9, 2022 7:30 AM

03/09/2022

To: Beth Hughes

03/09/2022

Subject: Re: 424 N Pinellas

03/09/2022

03/09/2022

External Email- Use caution with links and attachments

03/09/2022

03/09/2022

Good morning Beth,

03/09/2022

The roof is dilapidated. The wood flashing and trim is	12/08/2022
broken, rotted, and peeling in numerous places. Please	12/08/2022
repair the roof and bring it up to current required code	12/08/2022
*Error ACTIVE	
City code that adopts FBC and IPMC.	12/08/2022
105.1 PERMITS REQUIRED-FBC - ACTIVE	
The roof is in need or repair or replacement. Please	01/10/2022
contact the Building Development Dept to obtain the	01/10/2022
appropriate permits for the structure repairs. The case	01/10/2022
will remain open until the final inspection for the permit	01/10/2022
is completed and the permit is closed. Thank you for your	01/10/2022
assistance in this matter.	01/10/2022
Contact Information:	01/10/2022
Permitting and Local Business Tax: (727) 942-5617	01/10/2022
Inspectors: (727) 942-5608	01/10/2022
Schedule an Inspection: (727) 938-6500	01/10/2022
Office Hours: M-F 8:00-4:30 for Permitting	01/10/2022
Closed all federal holidays and Epiphany (open Columbus day)	01/10/2022
Email: dsinfo@ctsfl.us	01/10/2022

Showing 1 to 46 of 46 entries

Inspection Comments	
001 - CE Initial Inspection	
Results status - INSPECTION COMPLETED	
April 3, 2019 3:48:12 PM sgassen.	03/08/2022
Received an anonymous walk up complaint regarding the	03/08/2022
property on the SE corner of Pine St and Alt 19.	03/08/2022
Discovered this is 4 different parcels, the three on east	03/08/2022
side are same owner.	03/08/2022
Buildings have metal roofs which are peeling apart.	03/08/2022
Holes in walls	03/08/2022
Brazilian Pepper Trees on Property	03/08/2022
Overgrown grass and other vegetation	03/08/2022
Windows boarded up.	03/08/2022

Mold growing on the walls in numerous places.	03/08/2022
Wood framing around roof line rotting in many places and peeling apart.	03/08/2022
Graffiti on walls	03/08/2022
002 - CE Reinspection	03/08/2022
Request status	
Trees trimmed, roof, walls, pepper trees? Exented from 5/8 to 5/15 because he is having a hard time getting a contractor to work on the metal roof. Extended for update.	04/05/2019
Results status - INSPECTION COMPLETED	
This owner had a safety issue at another location and this case was put on hold. Roof is still in disrepair, pepper trees present, and graffiti present.	04/05/2019
003 - CE Reinspection	04/05/2019
Request status	
ROOF, PERMITS, PEPPER TREES, WINDOWS?	04/05/2019
Results status - INSPECTION COMPLETED	
No repairs have been made nor permits in the system.	04/05/2019
004 - CE Reinspection	
Request status	
Roof, pepper tree?	03/08/2022
Results status - INSPECTION COMPLETED	03/08/2022
Roof has not been repaired and I do not see a permit in the system.	03/08/2022
005 - CE CEB Pre-Board Inspection	
Request status	
repairs/permit/trees?	12/13/2021
Results status - INSPECTION COMPLETED	
Roof has not been repaired and pepper tree has not been removed.	03/08/2022
006 - Post Property	03/08/2022
Request status	
Post property March 10, 2022 CB	02/23/2022

	03/09/2022
I have had shoulder surgery recently and legally not able to	03/09/2022
drive, so coming to the meeting is not an option. Hopefully	03/09/2022
this email will suffice for all the information you require.	03/09/2022
	03/09/2022
I have spoken to each vendor and here is the timeline of	03/09/2022
what I think each part of this project will take to complete	03/09/2022
	03/09/2022
Survey - They won't be able to start until the end of the	03/09/2022
month then it takes 3 weeks time to get the completed survey	03/09/2022
back to me.	03/09/2022
	03/09/2022
Engineer - The engineer stated that once he received the	03/09/2022
survey then it would take him 2 weeks to create the plans	03/09/2022
needed for the trusses.	03/09/2022
	03/09/2022
City of Tarpon Springs - I did not speak to the city	03/09/2022
regarding the timeline of looking at plans and then getting	03/09/2022
them approved but I think 5 weeks would be a good guess	03/09/2022
especially in today's climate.	03/09/2022
	03/09/2022
Roofing company - Once the permit(s) is pulled, they told me	03/09/2022
it would take anywhere from 10-11 weeks to have the lumber	03/09/2022
on the site. Just to be on the safe side when asking for	03/09/2022
time, Once the lumber is at the site then the work should	03/09/2022
only take approximately 1 week.	03/09/2022
	03/09/2022
Total of weeks until completion: 22 weeks from the beginning	03/09/2022
of April 2022.	03/09/2022
	03/09/2022
Truly sorry this took so long but we have ran into vendor	03/09/2022
after vendor trying to take advantage of the public due to	03/09/2022
the inflation situation that we are in. Thank God we have	03/09/2022

found honest vendors to work with and got this started!	03/09/2022
	03/09/2022
If you need any other info please let me know.	03/09/2022
	03/09/2022
Anthony Triggiano	03/09/2022
	03/09/2022
On Mon, Mar 7, 2022 at 9:57 AM Anthony Triggiano	03/09/2022
wrote:	03/09/2022
Hi Beth,	03/09/2022
	03/09/2022
Unfortunately I will be needing a survey so that is going to	03/09/2022
take till the end of the month at earliest. I understand I	03/09/2022
have to appear because the permit couldn't have been pulled	03/09/2022
in time. Please send me the info and I will see you on zoom.	03/09/2022
Anthony	03/09/2022
028 - E-Mail Sent	
From: Beth Hughes	03/09/2022
Sent: Wednesday, March 9, 2022 5:23 PM	03/09/2022
To: 'Capo'	03/09/2022
Cc: Lisa Mercier	03/09/2022
Subject: RE: 424 N Pinellas	03/09/2022
	03/09/2022
Mr. Triggiano,	03/09/2022
	03/09/2022
To make is easier for the code board members to read, I	03/09/2022
pasted your email to one piece of paper and inserted the	03/09/2022
date next to your total number of weeks. This is what will	03/09/2022
be given to the board members tomorrow.	03/09/2022
	03/09/2022
Sincerely,	03/09/2022
Beth Hughes	03/09/2022
029 - CE CEB Compliance Deadline Ins	
Anyone present: Email statement submitted by Mr. Triggiano	03/11/2022

as he could not attend in person

03/11/2022

Showing 1 to 529 of 529 entries

Legal Description

PARKEN'S, MRS SAFFORD

LOT 23

Showing 1 to 2 of 2 entries



Memorandum

Date: August 12, 2025

To: Mayor and Board of Commissioners

Through: Irene Jacobs, City Clerk & Collector
Michele Manousos, Deputy City Clerk & Collector
Charles Rudd, City Manager
Jeff Young, Police Chief

From: Andrew Salzman, City Attorney

Subject: Code Enforcement Lien Reduction Request; Case #23-80000065 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) (15 Minutes)

Recommendation

The owner of the property located at 709 W Bayshore Dr. has offered \$500.00 to settle this case. Code Enforcement has no opposition to this settlement

Background

On March 29th, 2023, Code Enforcement initial inspection of a short-term rental listing of a total remodel without permits. May 11th, 2023, the Code Board issues a deadline of June 3rd, 2023. The Affidavit of Non-Compliance was accepted by the Code Board on June 5th, 2023.

The fines associated with this Non-Compliance were set with the Daily Fine amount of \$150.00. Expenses to the City were minimal in this case: \$423.99 in Prosecution cost, \$25.00 Administrative fees, \$28.00 Recording fees, and \$10.00 Satisfaction Fees.

As of 5/19/2025 the total amount due was \$45,422.47.

Nothing regarding the city having to abate the property or provide any material or manpower to come into compliance was found.

There were no Public Safety concerns noted within the file.

The property was put in Compliance as of February 27th, 2024.

Funding

Strategic Plan Objective

CITY OF TARPON SPRINGS REQUEST TO SETTLE

ADMINISTRATIVE FINE OR LIEN

• This form may be used to make a request to the Board of Commissioners of the City of

Tarpon Springs to settle an administrative fine or lien.

• The form must be filled out completely and legibly. Remember to sign and date form.

• Return the form to Jeff Young, Police Chief by email: jyoung@tsfr.us

Information regarding fine or lien:

Person or Board imposing fine or lien: [City of Tarpon Springs](#)

Date of fine or lien: [July 27 2023](#)

Person originally fined or liened: [AmirHouses.com LLC](#)

Address of property involved (if any: [709 W Bayshore Dr, Tarpon Springs 34689](#)

Party making request:

Name: [W Bayshore Drive Land Trust 709, C.J. Benefield Trustee](#)

Address: [307 Lake Miriam Dr, Lakeland FL 33813](#)

Telephone number [863-940-1750](#) (for Heather, Office Manager)

Email address; Benefield.pa@yahoo.com

Relationship to fined or liened person: [the fined/liened person is the previous owner of the property](#)

Amount being offered to settle fine: \$500

On the attached page, please list the detailed reason or reasons you believe the Board of Commissioners should settle the fine for amount you offered. You may use additional sheets if

necessary.

Date: 6/12/25

Signature:



CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN: Detailed reason or reasons the Board of Commissioners should settle the fine or lien:

1. The property was transferred to us on June 2, 2023, at the time we did search and the property was free and clear of any liens, fines or mortgages.
2. The fines in question stem from a code violation incurred by the previous owner.
3. The property has been brought into full compliance since 9/12/2023, not 2/27/2024 as the notification of lien stated. The compliance date of 9/12/2023 was confirmed in an email received by the general contractor (attached), which states that an inspection was conducted on that date by Inspector Keith Kam Meade, and the property passed the inspection.
It is unclear why the compliance date in the lien notification was extended to 2/27/2024. This extension added 167 days at a rate of \$150 per day, resulting in an additional \$25,050 in fines—without any clear justification.
4. No hard costs were incurred by the City as a result of this violation.
5. Additionally, the property sustained significant damage from the last two hurricanes, resulting in substantial financial losses that we have yet to recover from. Paying any additional fees would create considerable hardship. The area is now far less desirable due to its classification as a flood zone, and insurance is no longer obtainable, making it extremely difficult to sell the property.

Fwd: Inspection result notification

From: Gabriel Luttrell (construct4ullc@gmail.com)

To: amir.florida@yahoo.com; AmirHouses@yahoo.com

Date: Thursday, September 14, 2023 at 12:11 PM EDT

Inspections passed

With Kind Regards,

Gabriel E. Luttrell

Co-Owner, Construct 4 U, LLC

813-399-9369

construct4ullc@gmail.com



CGC1527776 / CCC1332382



**ACCREDITED
BUSINESS**

BBB Rating: A+

As of 2/14/2024

[Click for Profile](#)

Website: www.construct4ullc.com
www.facebook.com/construct4ullc

[Get personalized rates for monthly payments here](#)

----- Forwarded message -----

From: <dsinfo@ctsfl.us>

Date: Tue, Sep 12, 2023 at 11:11 AM

Subject: Inspection result notification

To: <construct4ullc@gmail.com>

Please take notice of the results for the inspection performed on 9/12/23 at :00 on the following property:

709 W BAYSHORE DR

11 27 15 04878 005 0030

BAYSHORE HEIGHTS

Application:

23 00001245

BPDMSADD

Permit:

BLD 000 BPDMSSSQ

Inspector:

KAM MEADE, KEITH

Inspection:

B99 BLDG, FINAL

Sequence:

0001

Inspection request comments:

Inspection results status:

AP APPROVED

Penalty Fee:

Inspection result comments:



Tarpon Springs Police Department

Code Enforcement Division

"Building a Better Future through Excellence in Policing"



CITY OF TARPON SPRINGS, FLORIDA

A Political Subdivision of the State of Florida

AFFIDAVIT OF CODE ENFORCEMENT PROSECUTION AND INVESTIGATIVE COSTS

Case Number: 23-80000065

Property Address: 709 W BAYSHORE DR (11 27 15 04878 005 0030) Tarpon Springs

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, this day, personally appeared Cyndee Stoner, who being first duly sworn, deposes and says:

1. I am over 18 years of age.
2. Am employed as a Code Enforcement Inspector in the Code Enforcement Division of the Tarpon Springs Police Department, City of Tarpon Springs, Florida, have actual and personal knowledge of the facts stated herein, am authorized to make this affidavit; and
3. Present that the following listed costs have been incurred by the City of Tarpon Springs for the prosecution and investigation of this case.

Inspections at Hourly Rate	7.00	\$21.97	\$153.79
Clerical Time at Hourly Rate	10.00	\$21.97	\$219.70
Courtesy Letter(s)	0.00	\$1.50	\$0.00
Notice of Violation(s)	1.00	\$3.00	\$3.00
Notice of Hearing(s)	2.00	\$4.50	\$9.00
Affidavit of Posting(s)	3.00	\$4.00	\$12.00
Affidavit of Non-Compliance	1.00	\$2.50	\$2.50
Affidavit of Compliance	0.00	\$2.50	\$0.00
Materials			
Certified Return Receipt Mailing(s)	3.00	\$8.00	\$24.00
Other:	0.00	\$0.00	\$0.00
TOTAL			\$423.99

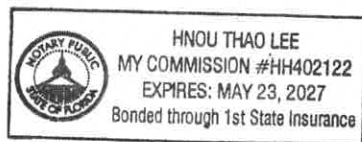
C Stoner
CODE INSPECTOR SIGNATURE

STATE OF FLORIDA

COUNTY OF PINELLAS

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2023, by Cyndee Stoner, who is personally known to me or who has produced N/A.

(NOTARY SEAL)



Hnou Thao Lee
Signature of Person Taking Acknowledgment

Hnou Thao Lee
Name of Acknowledger Typed or Printed
Title : NOTARY



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004

410 North Ring Avenue

Tarpon Springs, Florida 34688-5004

(727) 942-5614

NOTIFICATION OF LIEN (COMPLIANCE)

May 19, 2025

C.J. Benefield, Tre
W Bayshore Drive Land Trust 709
307 Lake Miriam Drive
Lakeland, Florida 33813-2144

Re: Case No. 23-80000065
Violator(s) Name: Amirhouses.Com LLC
Violation Address: 709 W. Bayshore Drive
Parcel Number: 11/27/15/04878/005/0030
Violation of Code Section(s): 241.00, 25.02, 6-1 FBC 105.1

This is to inform you that on **July 25, 2023**, a lien was recorded against the above referenced property. As of **February 27, 2024**, the property is in compliance; however, there is an outstanding fine and applicable fees due.

The payoff for this lien is as follows:

Fine Amount:	\$40,200.00
Prosecution Cost:	\$423.99
Interest:	\$4,735.48
Administrative fees:	\$25.00
Recording fees:	\$28.00
Satisfaction fees:	\$10.00
TOTAL DUE:	\$45,422.47 (payoff good thru June 6, 2025)

We would like to give you an opportunity to pay the fine and satisfy the recorded lien, prior to this matter being turned over to the City Attorney for further action.

Payments can be sent to City Clerk's Office, P.O. Box 5004, Tarpon Springs, Florida 34688-5004 or in person at 410 N. Ring Avenue. For further inquiries, contact Bobbie Cole, Collection Clerk at (727) 942-5614.

Sincerely,

K. Michele Manousos, CMC
Deputy City Clerk & Collector



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager *CR*
Scott Young, Fire Chief
From: P.J. Harbert, Grant Project Specialist
Megan Araya, Emergency Management Coordinator
Subject: Elevate Florida

What is Elevate Florida?

According to the Florida Division of Emergency Management (FDEM), Elevate Florida is “a first-of-its-kind, groundbreaking statewide residential mitigation program.” This program was designed after Hurricanes Debby, Helene and Milton severely affected Florida in 2024. Unprecedented storms of this nature illustrated the need for expedited relief for communities and homeowners. Elevate Florida was created to achieve this goal and complete a resident’s mitigation project. Eligible projects included structure elevation, mitigation reconstruction, acquisition, demolition, and wind mitigation. Over 12,000 applications were received statewide for this program with 9000 applicants not funded. The remaining 3000 were either submitted to FEMA for approval, prioritized for funding, or waitlisted. In Tarpon Springs, 88 applicants applied for Elevate Florida funding with 9 applicants awarded funding or waitlisted. One option under this funding was for a resident to have their residence acquired by their local community who would then maintain this area as open space.

Summary

The City has been notified by the Florida Department of Emergency Management that a residence within Tarpon Springs has been identified as an acquisition project. City staff reached out to FDEM for further clarification. The homeowner of this residence would sell their property to the local jurisdiction/city (Tarpon Springs) with FDEM acting as a facilitator with NO COST to the City. FDEM will demolish the property for the City who then maintains it as an open space in perpetuity. The City is solely responsible for managing the property after demolition. If the City agrees to these terms, they would be

required to sign into an agreement with FDEM and the homeowner whereas the title would be transferred from the homeowner to the City. The City would then be required to keep the property as an open space in perpetuity and assume the long-term maintenance costs of the property. The City will also be required to submit reports to FDEM every three (3) years to ensure that the open space is serving its intended purpose. If the City declines to participate in the acquisition and demolition project, FDEM will explore potential alternatives with the homeowner. However, it is unlikely that FDEM will continue with an application if the City chooses not to participate.

City staff are seeking guidance for a response to the Florida Department of Emergency Management for this and any future acquisition and demolition requests. It is anticipated that there will be more of these types of requests forthcoming.



Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: July 9, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Thomas Kiger, Public Services Director
From: P.J. Harbert, Grant Project Specialist
Subject: Resolution 2025-48

Recommendation

Recommendation to the Board of Commissioners to support Resolution 2025-48 which supports the grant application of the Public Services Department to the Resilient Florida Program for the Wastewater Treatment Electrical Resiliency Project.

Summary

This resolution supports the grant application of the Public Services Department in coordination with the Project Administration Department to the Resilient Florida Program under the Florida Department of Environmental Protection. The purpose of this application is to request funding to rebuild and relocate the electrical systems for the Wastewater Treatment Facility at a higher elevation to protect from storm surge and to improve the resiliency of the facility.

RESOLUTION No. 2025-48

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE GRANT APPLICATION OF THE PUBLIC SERVICES DEPARTMENT TO THE RESILIENT FLORIDA PROGRAM FOR THE WASTEWATER TREATMENT ELECTRICAL RESILIENCY PROJECT.

WHEREAS, coastal areas are vulnerable to hurricanes, storm surge, sea-level rise, and rainfall flooding, exposing critical infrastructure to elevated flood risk; and

WHEREAS, more frequent extreme weather events are expected due to climate change, posing economic, social, environmental, and public health and safety challenges; and

WHEREAS, adapting to meet future change involves investment in critical infrastructure improvements to build long-term resilience; and

WHEREAS, building resilience helps mitigate the adverse impacts of extreme weather events by protecting city services and vital industries from disruptions as well as preventing degradation of valuable natural resources and sensitive ecosystems; and

WHEREAS, coastal resilience projects ensure that the City can continue to thrive despite climate related challenges; and

WHEREAS, recent storm surge vulnerability assessments identified the Advanced Wastewater Treatment Facility as the most critical piece of infrastructure to harden against coastal flooding and its associated adverse impacts; and

WHEREAS, this is the highest priority project for which the City is applying for Resilient Florida funding due to its broad reach across many areas of City operations, the economy, and crucial protection of public health and the environment; and

WHEREAS, the City seeks the resources and support of the Resilient Florida Program in order to achieve a higher level of resiliency by elevating the electrical systems for the Advanced Wastewater Treatment Facility in order to mitigate impacts from coastal flooding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City of Tarpon Springs hereby expresses support for the grant application to the Resilient Florida Program to seek funding for the Wastewater Treatment Electrical Resiliency Project.



Memorandum

Date: August 12, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Application 25-16; Application for Annexation, Future Land Use Map Amendment, and Zoning Amendment for property located adjacent to 1267 N. Pinellas Ave - Fairview Blk 11, Lots 18 and 19 less Rd R/W and Fairview Blk 11, Lots 4 and 5 (Quasi-Judicial/Legislative) (Renea Vincent Planning & Zoning Director) (20 Minutes)**

Recommendation

The applicant is seeking to annex property located adjacent to 1267 N. Pinellas Ave. into the City. Staff has determined that the request may not meet the strict criteria of Section 208.00(G) of the Land Development Code (LDC) and has advised the applicant accordingly. The applicant has requested a public hearing and determination by the Board of Commissioners (Board) due to extenuating circumstances associated with the detached garage structure located on one of the parcels to be annexed, as noted above. The circumstances are summarized as follows:

- The existing garage on Parcel ID# 01-27-15-27072-011-0040 (Lots 4 and 5, Fairview Subdivision) was built by a previous owner sometime after 2020 without benefit of a building permit. Pinellas County initiated a Code Enforcement case on the property in 2023. The case was closed when the current annexation applicant, Mr. and Mrs. Slater, bought the property and paid the outstanding fines resulting in issuance of a Release of Lien. A new Pinellas County Code Enforcement case has not been initiated to date.
- If annexed, the parcel would come into the City with an un-permitted (i.e., illegal) garage structure. If the owner does not proactively address the un-permitted structure, the City would need to initiate a Code Enforcement case. A path forward to bring the garage into compliance with City regulations is possible.

Given the above, staff is not opposed to this annexation since there is a potential remedy to the code violation, assuming the applicant follows through. There may be some potential long-term benefit in bringing this section of the N. Pinellas Ave. corridor into the municipal limits. However, there may be a burden on the City to initiate and follow through with Code Enforcement action. The Board must decide if the burden to the City would be excessive (i.e., "undue" as described in LDC Section 208.00(G)). The Board should note that conditions cannot be placed on any of the three ordinances associated with this annexation. The Board should also note that at any time the demolition of the garage, or its relocation to the applicant's adjacent property at 1267 N. Pinellas Ave., would bring the property into compliance immediately. This item has been placed before the Board at the applicant's request. He is asking that the Board consider the annexation request with the property in its current condition.

There are some aspects of this annexation that could potentially accrue future planning benefits for the City. Those aspects notwithstanding, based on interpretation of the code criteria, Staff recommends **denial** of the following:

1. **Ordinance 2025-08** (quasi-judicial) to annex approximately 0.77 acres into the City of Tarpon Springs municipal boundary,

2. **Ordinance 2025-10** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation R/OG (Residential/Office General) to City of Tarpon Springs designation O (Office), and,
3. **Ordinance 2025-09** (legislative) to amend the Official Zoning Atlas from Pinellas County zoning district GO (General Professional Offices) to City of Tarpon Springs zoning district RO (Residential Office).

Background

The applicant is requesting annexation of approximately 0.77 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County R/OG (Residential/Office General) to City of Tarpon Springs O (Office), and, a rezoning from Pinellas County GO (General Professional Office) to City of Tarpon Springs RO (Residential Office). One of the parcels (ID# 01-27-15-27072-011-0040 at Lots 4 and 5, Fairview Subdivision) is built with a detached garage. The remaining three parcels are vacant. The basis of the applicant’s annexation request is discussed below.



Funding

Not applicable.

Strategic Plan Objective

Not applicable.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[JULY 21, 2025 / AUGUST 12, 2025, AUGUST 26, 2025]

STAFF REPORT – JULY 14, 2025

Application No. / Project Title: #25-16 / Fred and Edith Slater, Annexation

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Frederick and Edith Slater

Property Size: 0.77 acres

Current Zoning: Pinellas County – GO (General Professional Office)

Proposed Zoning: RO (Residential Office)

Current Future Land Use: Pinellas County – R/OG (Residential Office General)

Proposed Future Land Use: O (Office)

Location / Parcel ID: West side of North Pinellas Ave, approximately 65 feet north of Anclote Road (Fairview Subdv Block 11, Lots 4, 5, 18, 19, 20, 21)

Parcel Numbers:

01-27-15-27072-011-0040, 01-27-15-27072-011-0180,
01-27-15-27072-011-0190, 01-27-15-27072-011-0200

Ordinances: Ordinance No. 2025-10 Annexation
Ordinance No. 2025-08 Future Land Use Map Amendment
Ordinance No. 2025-09 Zoning Atlas Amendment

BACKGROUND SUMMARY:

The applicant is requesting annexation of approximately 0.77 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County R/OG (Residential/Office General) to City of Tarpon Springs O (Office), and, a rezoning from Pinellas County GO (General Professional Office) to City of Tarpon Springs RO (Residential Office). One of the parcels (ID# 01-27-15-27072-011-0040 at Lots 4 and 5, Fairview Subdivision) is built with a detached garage. The remaining three parcels are vacant. The basis of the applicant's annexation request is discussed below.

PRELIMINARY STAFF RECOMMENDATION:

Staff has determined that the request may not meet the strict criteria of Section 208.00(G) of the Land Development Code (LDC) and has advised the applicant accordingly. The applicant has requested a public hearing and determination by the Board of Commissioners (Board) due to extenuating circumstances associated with the detached garage structure located on one of the parcels to be annexed, as noted above. The circumstances are summarized as follows:

- The existing garage on Parcel ID# 01-27-15-27072-011-0040 (Lots 4 and 5, Fairview Subdivision) was built by a previous owner sometime after 2020 without benefit of a building permit. Pinellas County initiated a Code Enforcement case on the property in 2023. The case was closed when



the current annexation applicant, Mr. and Mrs. Slater, bought the property and paid the outstanding fines resulting in issuance of a Release of Lien. A new Pinellas County Code Enforcement case has not been initiated to date.

- If annexed the parcel would come into the City with an unpermitted (i.e., illegal) garage structure. The City would need to immediately initiate a Code Enforcement case to resolve the unpermitted structure. Planning staff has identified a path forward to bring the garage into compliance with City regulations.

Given the above, staff is not opposed to this annexation since there is a potential remedy to the code violation, assuming the applicant follows through. There may be some potential long-term benefit accrued to the City in bringing this section of the N. Pinellas Ave. corridor into the municipal limits. However, there would be a burden on the City to initiate and follow through with Code Enforcement action. The Board must decide if the burden to the City would be excessive (i.e., “undue” as described in LDC Section 208.00(G)). The Board should note that conditions cannot be placed on any of the three ordinances associated with this annexation. The Board should also note that at any time the demolition of the garage, or its relocation to the applicant’s adjacent property at 1267 N. Pinellas Ave., would bring the property into compliance immediately. This item has been placed before the Board at the applicant’s request. He is asking that the Board consider the annexation request with the property in its current condition.

There are some aspects of this annexation that could potentially accrue future planning benefits for the City. Those aspects notwithstanding, based on interpretation of the code criteria, Staff recommends **denial** of the following:

1. **Ordinance 2025-10** (quasi-judicial) to annex approximately 0.77 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-08** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation R/OG (Residential/Office General) to City of Tarpon Springs designation O (Office), and,
3. **Ordinance 2025-09** (legislative) to amend the Official Zoning Atlas from Pinellas County zoning district GO (General Professional Offices) to City of Tarpon Springs zoning district RO (Residential Office).

CURRENT PROPERTY INFORMATION:

Use of Property:	Detached garage on one parcel, remaining parcels are vacant
Site Features:	Detached garage, partially grass/disturbed, partially wooded
Vehicle Access:	Three parcels gain access from N. Pinellas Ave. The fourth parcel fronts on Pennsylvania Ave, an unimproved Pinellas County right-of-way.
Flood Zone	The entire area to be annexed is located in Flood Zone AE-8 and in the Coastal High Hazard Area.



SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North: (applicant's property already in City limits)	Tarpon Springs RO (Residential Office)	Tarpon Springs O (Office)
South:	- Pinellas County GO (General Professional Office) - Tarpon Springs RO (Residential Office)	- Pinellas County R/OG (Residential/Office General) - Tarpon Springs O (Office)
East:	Tarpon Springs GB (General Business)	Tarpon Springs R&S (Retail & Services)
West:	Pinellas County GO (General Professional Office) and R-4 (One, Two and Three-Family Residential)	Pinellas County R/OG (Residential/Office General) and RU (Residential Urban)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. The applicant owns the property located at 1267 N. Pinellas Ave. which is adjacent on the north side to the area to be annexed. That property is currently developed with two single family residences and an accessory carport.
2. There is a detached garage of approximately 1,225 square feet in size on Parcel ID# 01-27-15-27072-011-0040 (Lots 4 and 5, Fairview Subdivision) that was built by a previous owner without benefit of permit between 2020 and 2023. Pinellas County initiated a Code Enforcement case on the property on March 22, 2023 and assessed administrative fines by order dated September 11, 2023. Compliance was never achieved. A Release of Lien was issued on February 24, 2025. The applicant, Mr. Slater, has stated verbally to staff that the release was issued after he paid all fines as part of closing on his purchase of the property on February 7, 2025. A new Pinellas County Code Enforcement case has not been initiated.
3. If the City were to annex the property a Code Enforcement case would be initiated immediately based on violation of at least three sections of the Land Development Code (LDC). These are listed below along with a potential remedy for each:
 - a. **LDC Section 212.00 (A)**, building permit required for structure; **Remedy:** apply to the City for an after-the-fact building permit,
 - b. **LDC Section 36.00(B)(4)**, accessory structure (detached garage) cannot be permitted without a principal use on the parcel; **Remedy:** combine the garage parcel with the applicant's adjacent parcel at 1267 N. Pinellas Ave. The single family residential use at 1267 N. Pinellas Ave. would qualify as the principal use. Note that, in the property's current condition, this option is not available to the applicant without annexation, since parcels in two jurisdictions cannot be combined.
 - c. **LDC Section 36.01(B)**, building does not comply with minimum yard standards for a detached garage; **Remedy:** modify the building to comply with the minimum yard standards, or, obtain a setback variance from the Board of Adjustment.

A complete demolition of the garage or removal of the garage to the property at 1267 N. Pinellas Ave. (with proper permits) would likely bring the garage into compliance immediately under



either jurisdiction (county or city). The applicant has asked that the Board consider the annexation at this time with the property in its current condition.

4. The property is in the "Transitional Area" of the Comprehensive Plan Place-Based Area Map.
5. A full traffic signal is currently being installed at the intersection of N. Pinellas Ave. and Anclote Road. The Florida Department of Transportation recently rehabilitated this area of the corridor between Anclote Road and Rainville Road. The area now includes wide sidewalks on both sides of the roadway that ultimately connect to the Pinellas Trail to the northeast at Dixie Highway. A full flashing beacon crosswalk was installed directly in front of the applicant's incorporated built property at 1267 N. Pinellas Ave.
6. The Anclote River bridge is located approximately 600 feet south of this property. The Florida Department of Transportation (FDOT) has determined that the N. Pinellas Ave. bridge over the Anclote River is at or near its useful life. It will likely need to be replaced within the planning horizon of the City's 2045 Comprehensive Plan.

REVIEW STANDARDS / STAFF ANALYSIS - ANNEXATION:

Section 208.00 of the LDC and Chapter 171.043, Florida Statutes provide standards for annexations. These standards, along with planning staff's analysis are provided below:

- 1. Whether the property in question would create a municipal or county enclave upon annexation; i.e.: whether the area to be annexed is contiguous to the City's boundaries and is reasonably compact.**

Staff Analysis: The property is contiguous to the existing Tarpon Springs municipal limits on the north and east sides and will not create an enclave.

- 2. Whether the property in question would reduce a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County.**

Staff Analysis: Florida Statutes Section 171.031(13)(a) defines an enclave as "Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality." This is referred to as a "Type A" enclave per the Interlocal Service Boundary Agreement (ISBA) with Pinellas County. The agreement was executed to provide flexibility with regard to statutory annexation processes in order to promote sensible service boundaries within the highly urban character of Pinellas County. The flexibility provided allows the City to annex noncontiguous properties that are in a Type A enclave notwithstanding the statutory annexation standards.

The subject property is not located within a "Type A" enclave and therefore would not reduce a "Type A" enclave. However, the property already meets the geographic criteria for annexation due to its adjacency to the municipal limits.

- 3. The impact of the property in question upon public facilities and the ability of the City to serve the property in question with public facilities upon annexation.**

Staff Analysis: The property has the following public facilities service characteristics:



- The City provides potable water and sanitary sewer utilities to this area and has the capacity to serve the property. The infrastructure to serve all of the parcels proposed for annexation is only partially in place. The applicant may potentially need to extend infrastructure to portions of the properties, depending on their configuration, for future development.
 - Three of the parcels front on North Pinellas Avenue, which is under the jurisdiction of the State of Florida. One parcel fronts on the unimproved right-of-way of Pennsylvania Avenue, which is under the jurisdiction of Pinellas County.
 - The property is within the City's solid waste service area. The City has the capacity to provide solid waste service to these properties. It is noted that the Pennsylvania Ave parcel cannot be physically served on its own until the roadway access is built by the applicant or County.
 - Future development of this property would require the provision of on-site stormwater handling facilities designed in accordance with the City's Land Development Code.
 - The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.
- 4. The history or status of any Pinellas County code enforcement actions or violations that may cause an undue burden on the City. Such actions include, but are not limited to unpermitted construction, FEMA violations, nonconforming uses and illegal or prohibited uses.**

Staff Analysis: Pinellas County currently has no active/open code enforcement cases on file for the subject property. However, the County filed case #CCM-23-00058 in 2023 on Parcel ID# 01-27-15-27072-011-0040 for an unpermitted detached garage, and eventually placed a lien on the property in September 2023. The recorded lien is included in this agenda packet. The applicant, Mr. Slater, paid all fines when he purchased the property in February 2025 and received a Release of Lien, also included with this packet. The violation was never corrected/resolved and a new case has not been filed to date by Pinellas County.

If the property is annexed, the City would perform a site visit to the property and immediately issue a notice of violation on Parcel ID# 01-27-15-27072-011-0040 for an unpermitted detached garage. Known code citations would include the following:

- a. **LDC Section 212.00 (A):** A building permit is required for structure. It is known that the structure was built without benefit of building permits. It is not known whether the structure meets the Florida Building Code. To resolve this issue, the owner would need to apply for an after-the-fact building permit and have the structure documented/inspected to verify that it meets Florida Building Code, fire codes, floodplain ordinance standards, and all other codes. The applicant, in his narrative (included with this agenda packet), has stated that he is "not looking for a permit [but is] "looking for you [City] to accept the structure as is." However, this is not possible. At a minimum, verification must be on file showing that the structure meets the standards of the Florida Building Code and other applicable codes.
- b. **LDC Section 36.00(B)(4):** The detached garage is an accessory structure that cannot be permitted without a principal use on the same parcel. This was apparently the primary reason that Pinellas County was never able to process an after-the-fact permit for this



structure. Combining the parcel with the adjacent incorporated parcel to provide for a principal use is also not currently possible because it is in a different jurisdiction. To resolve this issue, the garage parcel, once annexed, would need to be combined with the adjacent parcel at 1267 N. Pinellas Ave. The single family residential use at 1267 N. Pinellas Ave. would qualify as the principal use.

- c. **LDC Section 36.01(B):** The property would be annexed into the City in the Residential Office (RO) zoning district, which requires a 7.5-foot side yard setback. The survey provided by the applicant shows that the garage is only 5.74 feet from the property line on the south side. The building would be required to be modified to comply with the minimum yard standards, or, the applicant could apply to obtain an after-the-fact variance to the setback standard.

Again, the above are *known* code violations, based on the Pinellas County case. Upon completion of a site inspection by the City, additional code violations, if any exist, would be identified and cited. There are no other known violations or nonconformities associated with the property. The Board must decide if the code enforcement violations described above would place an “undue burden” on the City. It is Staff’s opinion that a “burden” would be created, but the Board must decide whether the burden is excessive or extreme (i.e., “undue”).

It is noted that the applicant could bring the property into compliance at any time via a complete demolition of the garage or removal of the garage to the property at 1267 N. Pinellas Ave with proper permits. The applicant is asking that the Board consider the annexation at this time with the property in its current condition.

5. Whether the property in question is consistent with the City’s Comprehensive Plan.

Staff Analysis: The property is currently vacant with the exception of the illegal garage as described in this staff report. Therefore the garage is the only property feature that is inconsistent with the Comprehensive Plan. The property is in the Coastal High Hazard Area and in the Special Flood Hazard Area (SFHA) Zone AE-8. The City’s Floodplain Administrator has cautioned that bringing this property into the municipal limits would increase the City’s SFHA acreage and may affect that scoring aspect of the Community Rating System (CRS) in the future.

The applicant has requested a Future Land Use Map (FLUM) amendment to the Office (O) category. The Comprehensive Plan Place-Based Area Map depicts this property in a larger Transitional Area north of the river. The 2045 Future Land Use Categories & Rules Table shows the Office FLUM category relationship to the Place-Based Area Map indicating that Office is consistent with the “Transitional” character, especially “Along Major Corridors.” Retaining the Office FLUM category with this annexation maintains current stability and land use consistency in this area until future planning for Transitional Areas, as called for in the Comprehensive Plan (Policy FLU 2.1.2), can be initiated. See further discussion under review of Comprehensive Plan Map Amendment below.

REVIEW STANDARDS / STAFF ANALYSIS – COMPREHENSIVE PLAN MAP AMENDMENT

Section 207.03(C) of the LDC provides the standard for Comprehensive Plan amendments, namely, meeting the standards of state law.



Staff Analysis: The table below compares the Pinellas County’s Residential Office General (current) FLUM category, and the City’s Office (proposed) FLUM category. The uses are largely similar, except that the light manufacturing and light research/development uses now allowable by the County would be removed. The current allowable density of fifteen (15) dwelling units per acre would continue. The change would also lower the floor area ratio from 0.50 to 0.45. The impervious surface ratio would remain the same at 0.75.

Comprehensive Plan: The standards for the Pinellas County Residential Office General (R/OG) and pending City Office (O) FLUM categories are compared below:

	Current FLU: Pinellas County – Residential / Office General (R/OG)	Proposed FLU: Tarpon Springs – Office (O)
INTENT:	It is the purpose of this category to depict those areas of the County that are now developed, or appropriate to be developed, in residential, office, and/or employment use that has off-site impacts comparable to office and medium density residential uses; and to recognize such areas as primarily well-suited for a mixed-use of a residential/office character consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas.	Intended to accommodate areas developed, or appropriate to be developed, with office uses, low-impact employment uses, and residential uses (subject to an acreage threshold), in areas characterized by a transition between residential and commercial uses and in areas well-suited for community-scale residential / office mixed-use development.
PRIMARY USES:	Residential Equivalent, Office, Research/Development – Light	<u>Permitted Uses:</u> Office, Residential Equivalent, Recreation/Open Space, Public Education Facilities, Community Gardens
SECONDARY USES:	Residential, Institutional, Transportation/Utility, Ancillary Nonresidential, Personal Service/Office Support, Manufacturing-Light, Recreation/Open Space	Transportation/Utility, Ancillary Non-Residential, Public/Semi-Public, Personal Services
MAX. DENSITY:	15 dwelling units / acre	15 dwelling units / acre
MAX. FLOOR AREA RATIO (Non-Residential):	0.50	0.40
MAX. IMPERVIOUS SURFACE (Non-Residential):	0.75	0.75



The entire North Pinellas Avenue Corridor north of Anclote Road is in the Transitional Area of the Comprehensive Plan Place-Based Area Map. Transitional depicts “*areas where transition is already happening, or development pressures are not in alignment with Future Land Use Categories. These areas include the industrial and residential areas north of the Anclote River and the US 19 corridor. Specific area and corridor plans should be prepared to manage future growth and transition of the areas. Until such time transitional areas are planned for, requests for future land use map amendments and zoning changes will be based on current future land use map and comprehensive plan policies*” (Policy FLU 2.1.2). The 2045 Future Land Use Categories & Rules Table shows the Office category included in the “Transitional” character area, especially “Along Major Corridors.”

The Future Land Use Map (FLUM) designations for properties fronting on the North Pinellas Ave corridor between Anclote Road and Rainville Road depict Residential/Office General (county) and Office (city) categories along the west side, and, Commercial General (county) and Retail & Services (city) categories along the east side. Likewise, the Forward Pinellas Countywide Map depicts Office and Retail & Services categories along the west and east sides, respectively. Recent transportation improvements in this corridor segment are having the effect of slowing traffic and providing direct bicycle/pedestrian connection improvements in this southbound entrance to the City’s Sponge Docks and Downtown. Therefore, the property to be annexed would come into play with respect to future planning for this main corridor of the Place-Based Transitional Area, including coordination with rehabilitation of the Anclote River bridge when that is addressed by FDOT.

The FLUM amendment to the Office category is found to be consistent with the 2045 Comprehensive Plan and with state law.

REVIEW STANDARDS / STAFF ANALYSIS - REZONING:

Section 207.03(A) of the Tarpons Springs Comprehensive Zoning and Land Development Code provides standards for zoning map amendments. These standards, along with planning staff’s analysis are provided below:

1. The amendment is consistent with the goals, objectives and policies of the Tarpon Springs Comprehensive Plan.

Staff Analysis: See the above analysis of the FLUM amendment to the O (Office) category. The proposed RO (Residential Office) zoning district is consistent with this category. It is also consistent with the goals, objectives and policies of the Comprehensive Plans. All the adjacent incorporated parcels along this N Pinellas Ave corridor between Anclote Road and Rainville Road are in the Residential Office category.

2. The available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.

Staff Analysis: The table on the following page lists the uses allowable in the Residential Office (RO) zoning category. The current garage use on one of the parcels is appropriate as a use (assuming the structure can be brought into code compliance as described above). Uses allowable by right in the RO district include permanent residential, offices and personal services.



Rezoning: The standards for the Pinellas General Professional Office General (GO) and pending City Residential Office (RO) zoning districts are compared below:

	Current Zoning: Pinellas County – GO (General Professional Office)	Proposed Zoning: City – RO (Residential Office)
Permitted/Conditional Uses:	Live-work dwelling, offices (including veterinary), short-term vacation rentals, drive-through facility, food carts, health club, personal care, studio/gallery, battery exchange stations, laboratory research/development, publishing/printing, clubs, commercial recreation, museum, natural resource management, parks, performing arts, cemetery, daycare, funeral home, government building, education/school, library, meeting hall, shelter housing, surface parking, parking garages, radio stations, wireless communication towers, utilities, community gardens, excavation pits and land filling.	<u>Permitted:</u> business and professional offices, emergency service facilities, financial institutions, persona services, multifamily dwellings, single family dwellings (detached, attached, semi-detached) and two family dwellings. <u>Conditional:</u> assembly halls and convention centers, boarding homes, community assembly, community residential homes, congregate care facilities, day care centers, day care homes, emergency shelters, family care homes, funeral homes, home occupations, hospitals, libraries, museums, light utility, lodging facilities, nursing homes, post offices, private clubs, schools, community service uses.
Max. Density	15 dwelling units per acre	15 dwelling units per acre
Max. Non-Residential Floor Area	0.50	0.25
Max. Impervious Surface Ratio	0.75	0.75
Min. Open Space	n/a	20%
Lot Standards:		
Min. Lot Area	6,000 square feet	5,000 square feet
Min. Lot Width	60 feet	50 feet
Min. Lot Depth	80 feet	80 feet
Max. Height	75 feet (limited to 45 feet within 50 feet of residential zoning)	35 feet

Continued next page



	Current Zoning: Pinellas County – GO (General Professional Office)	Proposed Zoning: City – RO (Residential Office)
Setbacks:		
Front Yard	5 feet	20 feet
Side Yard	10 feet	7.5 feet
Side Street	n/a	15 feet
Rear Yard	10 feet	20 feet

A longer list of conditional uses would require individual determinations of compatibility if proposed for this location. The parcels to be annexed are situated in Block 11 of the Fairview Subdivision, platted in 1924. Block 11 is bounded by N Pinellas Ave (east), Anclote Road (south) and Pennsylvania Ave (west). The subdivision extends westward from Pennsylvania Ave and includes primarily single family structures and a few multi-family structures. Pennsylvania Ave itself is unimproved. Future development of the annexed parcels, especially for requested conditional uses, would need to show compatibility or provide features towards achieving compatibility with the adjacent neighborhood. All but one of the four parcels front on N Pinellas Ave, so it is expected that potential transportation impacts to the neighborhood, at least, would be minimal. The N. Pinellas corridor on this side currently includes commercial and institutional uses. RO uses are generally compatible with this development pattern.

3. The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Staff Analysis: Annexation of the property would bring more of this North Pinellas corridor into the City in a transitional area where future planning focus is desirable. Over the longer term this annexation would therefore promote an efficient and orderly growth pattern consistent with the City's Comprehensive Plan. However, efficiency is somewhat challenged in the short term by the necessity of initiating a code enforcement case if the annexation is approved with the existence of the illegal garage at its current location.

The property has the following public facilities service characteristics:

- The City provides potable water and sanitary sewer utilities to this area and has the capacity to serve the property. The infrastructure to serve all of the parcels proposed for annexation is only partially in place. Infrastructure to portions of the properties, depending on their configuration, would need to be extended for future development.
- Three of the parcels front on North Pinellas Avenue, which is under the jurisdiction of the State of Florida. One parcel fronts on the unimproved right-of-way of Pennsylvania Avenue, which is under the jurisdiction of Pinellas County.
- The property is within the City's solid waste service area. The City has the capacity to provide solid waste service to these properties. Physical access to the Pennsylvania Ave parcel would need to be provided before it could be served.



- Future development of this property would require the provision of on-site stormwater handling facilities designed in accordance with the City's Land Development Code.
- The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.

There are City facilities serving this general area. A future developer of this property would be required to extend infrastructure to the parcels where necessary if it does not exist today. Therefore, the City does not anticipate additional costs to provide for public facilities.

- 4. The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, waste and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.**

Staff Analysis: The City has the capacity and ability to serve the property with all public facilities. The owner/developer will be responsible for extending those facilities to serve any planned development. The proposed annexation will not adversely affect the City's ability to provide standard public facilities and will not degrade levels of service for any facilities.

TECHNICAL REVIEW COMMITTEE (TRC):

The TRC reviewed this project on March 6, 2025, for completeness and conformance to the Comprehensive Zoning and Land Development Code and the Comprehensive Plan. The TRC determined that the application was complete and ready for processing, with the caveat that the annexation would increase the City's SFHA acreage and may affect that scoring aspect of the Community Rating System (CRS) in the future.

PUBLIC CORRESPONDENCE:

The property owners within 500 feet were sent written notification in accordance with Section 206.00(J)(4) of the City of Tarpon Springs Comprehensive Zoning and Land Development Code and Chapter 166.041, Florida Statutes. Notice was advertised in the *Tampa Bay Times*. A total of 48 property owners received post cards. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Slide Presentation
2. Application and narrative
3. Survey
4. Pinellas County Lien and Release of Lien
5. Draft Ordinances 2025-08, 2025-09 and 2025-10
6. Legal Public Notice

SLATER ANNEXATION #25-16

Planning & Zoning Board – July 21, 2025

Board of Commissioners – August 12, 2025 and August 26, 2025





SUMMARY OF REQUESTS

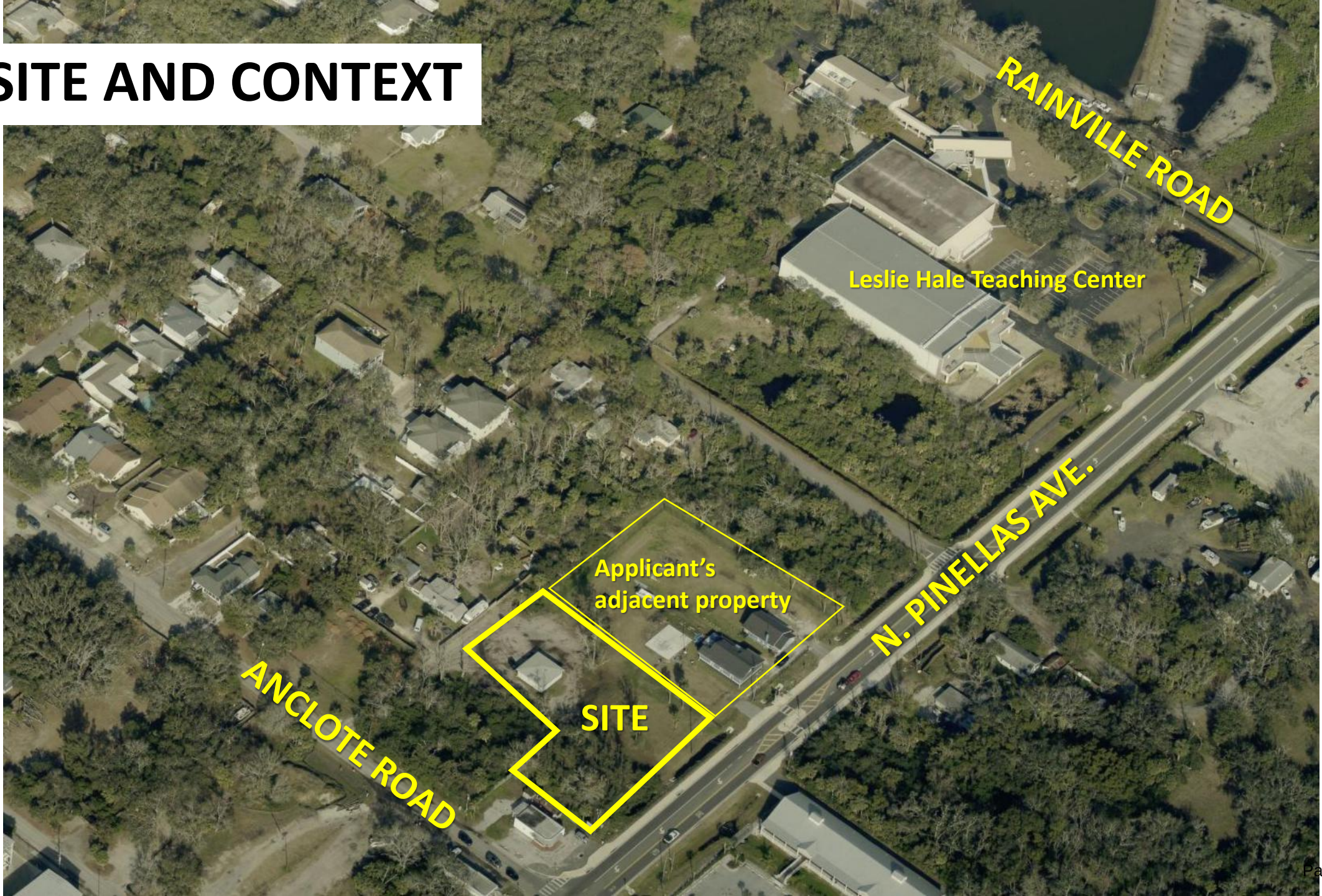
#25-16 – Fairview Subdivision, Block 11, Lots 4, 5, 18, 19, 20 and 21

Northwest of intersection of N. Pinellas Ave. and Anclote Road

1. **Annex** (Ordinance 2025-10)
 - 0.77 acres into City of Tarpon Springs
 2. **Future Land Use Map Amendment (FLUM)** (Ordinance 2025-08)
 - Current: R/OG (Pinellas County – Residential/Office General)
 - Proposed: O (City of Tarpon Springs – Office)
 3. **Rezoning** (Ordinance 2025-09)
 - Current: GO (Pinellas County – General Professional Office)
 - Proposed: RO (Tarpon Springs – Residential Office)
- **Applicant / Owner**: Frederick and Edith Slater
 - **Current Use**: detached garage on one lot; remainder is vacant land



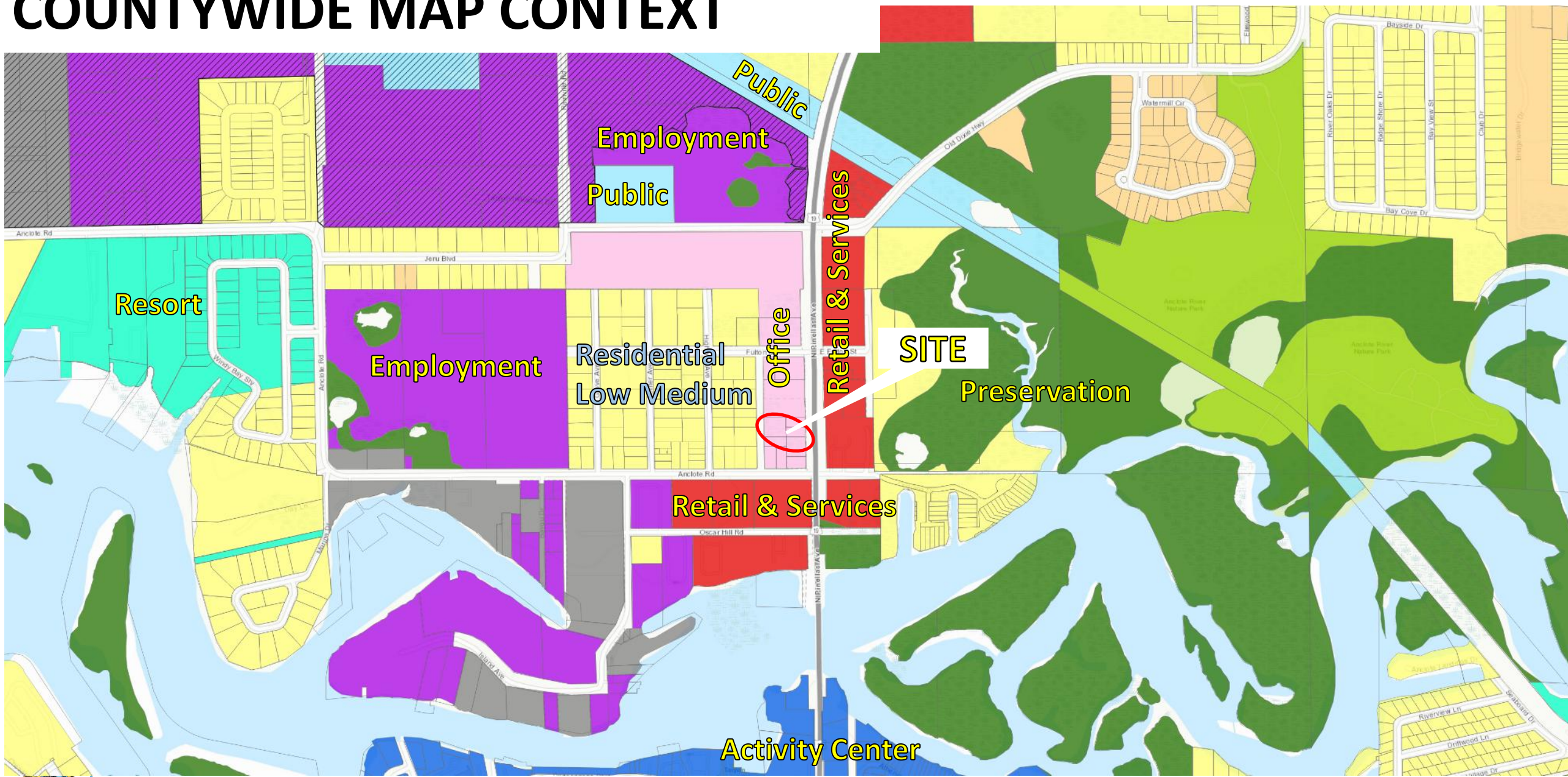
SITE AND CONTEXT



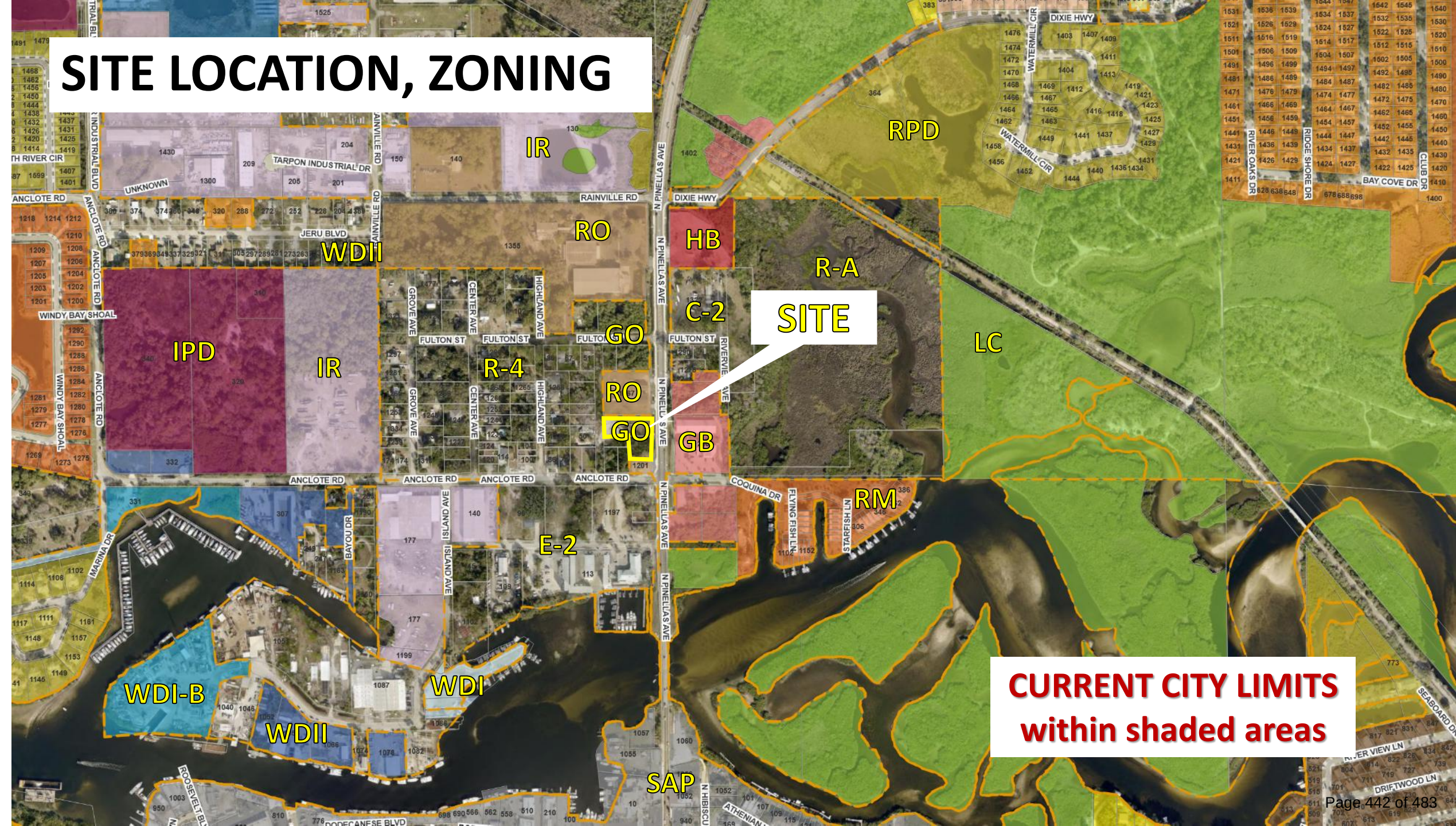
SITE LOCATION, FUTURE LAND USE



COUNTYWIDE MAP CONTEXT



SITE LOCATION, ZONING



**CURRENT CITY LIMITS
within shaded areas**



SURVEY



- MITERED END SECTION
- POWER POLE
- SEWER CLEAN OUT
- TELECOM REPEATER
- TRAFFIC SIGNAL VAULT
- WATER MARKER
- WATER METER
- WATER VALVE
- TOP OF RAMP

LEGAL DESCRIPTION

LOTS 4 AND 5, BLOCK 11, FAIRVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE

NOTE

THIS IS A RETRACEMENT AND TOPOGRAPHIC SURVEY STAUB LLC, LB NO. 80



REVIEW CRITERIA - ANNEXATION

- 1) Annexation of the property would not create a municipal or county enclave, is contiguous to the City's boundaries, and, is reasonably compact.
- 2) This property is not within a "Type A" enclave but is also contiguous with the municipal boundaries.
- 3) The City has the capacity to serve the property with utilities. Infrastructure extensions by the applicant will be necessary for future development. Roadway access would be available from N. Pinellas Ave. (a state road) and Pennsylvania Road (an unimproved Pinellas County right-of-way). All other City services are available upon annexation.
- 4) Pinellas County has no active code enforcement case on the subject property. An illegal detached garage exists on the property. A code enforcement case would need to be initiated upon annexation, creating a burden on City services.
- 5) The property is consistent with the proposed Future Land Use Map category



REVIEW CRITERION #4 – CODE ENFORCEMENT STATUS

Parcel ID# 01-27-15-27072-011-0040 is developed with a detached garage. Timeline:

- The garage was built by a previous owner without benefit of permit. Pinellas County initiated a code enforcement case in March 2023 and assessed an order of administrative fines in September 2023.
- The applicant purchased the property in February 2025, paid all fines and obtained a Release of Lien. Pinellas County closed the code enforcement case and has not initiated a new one.
- It is currently known that the detached garage does not comply with:
 1. requirement for a principal use on the same parcel,
 2. requirement for a building permit,
 3. requirement for the minimum side setback in the RO zoning district.
- City would need to initiate a new code enforcement case upon annexation.

This creates a burden on the City.

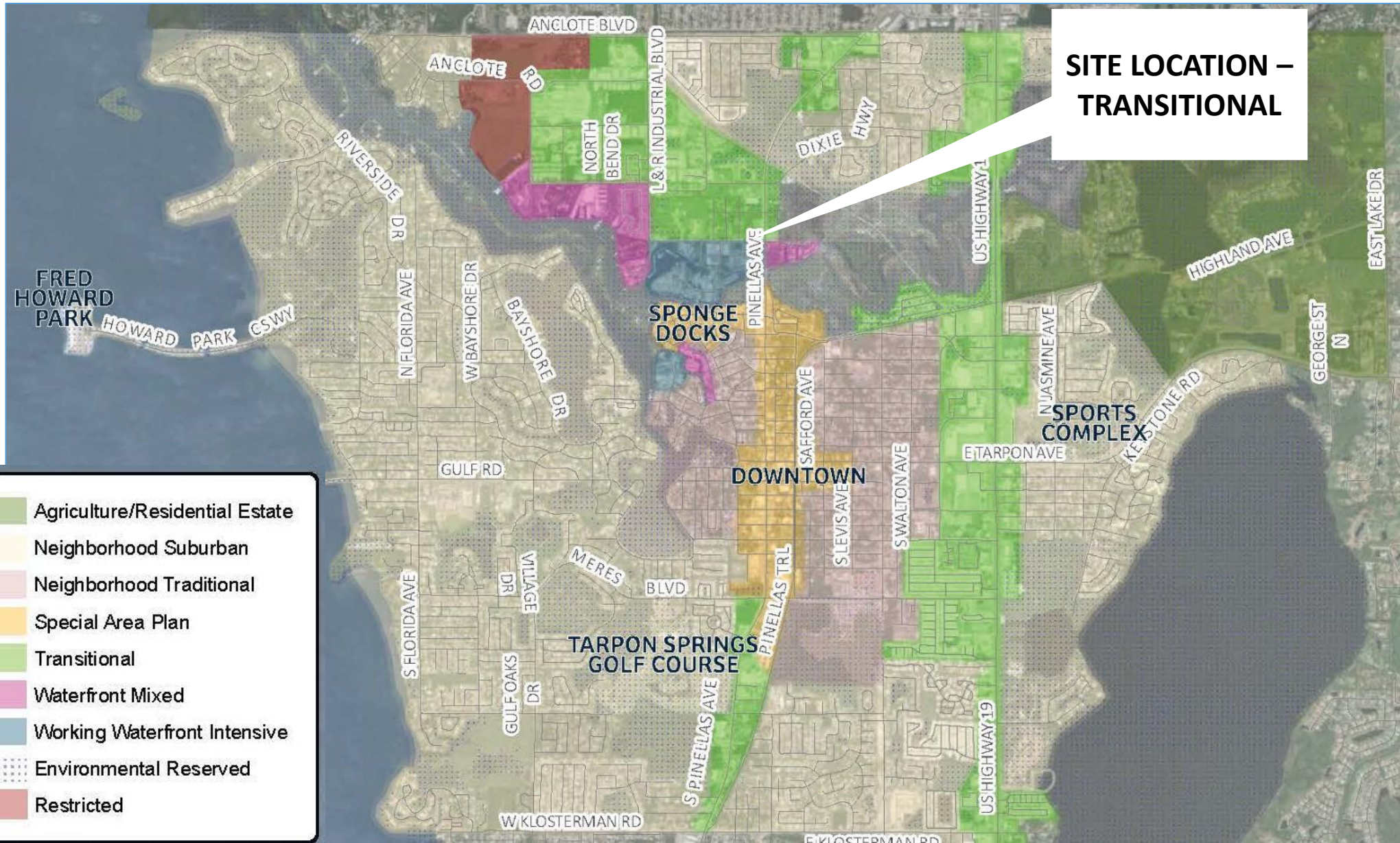
The Board must decide if this creates an *undue* (i.e., excessive) burden.



REVIEW CRITERIA – FLUM AMENDMENT

- 1) The proposed Office (O) Future Land Use Map (FLUM) designation is consistent with the policies of the Comprehensive Plan and the FLUM designations of the surrounding area.
- 2) The Office (O) category is also consistent with the Transitional Area designation of the Place-Based Area Map, especially along the North Pinellas Ave corridor.
- 3) The change to the Office FLUM category will maintain the current density (15 dwelling units per acre), lower the floor area ratio slightly (from 0.50 to 0.45) and maintain the current impervious surface ratio (0.75).

SITE LOCATION, PLACE-BASED AREA MAP





REVIEW CRITERIA - REZONING

- 1) The Residential Office (RO) Zoning District is consistent with the Office (O) Future Land Use Map category.
- 2) The Residential Office District is appropriate to and compatible with the predominant uses in the area (commercial and institutional along the N. Pinellas Ave corridor, and residential to the west).
- 3) The amendment would provide for efficient and orderly growth as it would bring this parcel into the City helping to complete the Office corridor along N. Pinellas Ave. and provide the City with opportunity to plan for the longer-term character of this Transitional Area.
- 4) The amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities, including transportation, potable water, solid waste, drainage, law enforcement and fire protection. Utilities infrastructure would need to be extended in the future by the developer, including water, sewer and roadway access (Pennsylvania Ave).



PRELIMINARY STAFF RECOMMENDATION

#25-16 – The Board should consider the following:

- whether initiation of a City Code Enforcement case creates an undue burden,
- potential longer-term benefits to annexation along N. Pinellas Ave. corridor.

Based on annexation review criteria, staff recommends ***denial*** of:

- Ordinance 2025-10: Annex +/- 0.77 acres into Tarpon Springs
- Ordinance 2025-08: Amend the Future Land Use Map from Pinellas County R/OG (Residential/Office General) to City of Tarpon Springs O (Office)
- Ordinance 2025-09: Amend the Zoning Atlas from Pinellas County GO (General Professional Office) to City of Tarpon Springs RO (Residential Office) zoning district.

Public Notice – This item was advertised as required. No responses were received.



PLANNING AND ZONING BOARD RECOMMENDATION

#25-16 – The Planning and Zoning Board held a public hearing on this item at their regular meeting of July 21, 2025. Seven members were in attendance. One was recused. The Board recommended ***approval*** of Application #25-16 (including all three ordinances) with two members dissenting.

The motion was to approve Application #25-16 with a condition, stated as follows:

Once the property is legally under the City's jurisdiction that both Code Enforcement, the Building Department, and the Board of Adjustment paths are set in stone for the applicant/owner to follow for a path of total compliance of the property under the City's codes, rules and regulations, if applicable.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of record of said property has requested to annex said property described in Exhibit A; and,

WHEREAS, the parcel is contiguous to the City of Tarpon Springs municipal boundary and is located within the City's planning area; and,

WHEREAS, annexation of the property will not create an enclave; and,

WHEREAS, the City of Tarpon Springs can provide services to the property; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on July 21, 2025; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ANNEXATION

1. That this Ordinance will not create an enclave upon annexation.
2. That the property is not located in a "Type A" enclave as identified in the City's Interlocal Service Boundary Agreement with Pinellas County.
3. That annexation of the property will not have an adverse impact upon public facilities.
4. That the City will be able to provide public services to the property upon annexation.
5. That the history or status of any Pinellas County code enforcement actions, violations and/or nonconforming uses of the property will not cause undue burden on the City.

6. That the property is consistent with the City's Comprehensive Plan and Future Land Use Map.

Section 2. ANNEXATION

In accordance with Chapter 171.044, F.S. the property described as,

"Lots 4 and 5, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0040)" and,

"Lot 18, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0190)" and,

"Lot 19, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0180)" and,

"Lots 20 and 21, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0200,"

is hereby annexed from unincorporated Pinellas County into the corporate limits of the City of Tarpon Springs and the boundaries of Tarpon Springs are hereby redefined to include the described property.

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16) FROM PINELLAS COUNTY RESIDENTIAL OFFICE GENERAL (R/OG) CATEGORY TO CITY OF TARPON SPRINGS OFFICE (O) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of record of said property has applied to amend the Future Land Use Map designation of the property from the Pinellas County R/OG (Residential/Office General) category to the City of Tarpon Springs O (Office) category; and,

WHEREAS, the permitted uses within the O (Office) land use designation are compatible with the surrounding and existing land uses; and,

WHEREAS, the property owner has also applied to re-zone the property from the Pinellas County GO (General Professional Office) zoning district to the City of Tarpon Springs RO (Residential Office) zoning district; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on July 21, 2025; and,

WHEREAS, this Ordinance has been duly advertised in accordance with the requirements of Chapter 171, F.S. and the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: FUTURE LAND USE MAP AMENDMENT

1. That this Ordinance is consistent with Chapter 163, Part II, Florida Statutes.
2. That this amendment to O (Office) Future Land Use Map designation is appropriate.

Section 2. FUTURE LAND USE MAP DESIGNATION

The Future Land Use Map of the Future Land Use Plan Element of the Tarpon Springs Comprehensive Plan is hereby amended to Office for the property described as,

“Lots 4 and 5, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0040)” and,

“Lot 18, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0190)” and,

“Lot 19, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0180)” and,

“Lots 20 and 21, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0200.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16) FROM PINELLAS COUNTY GO (GENERAL PROFESSIONAL OFFICE) TO CITY OF TARPON SPRINGS RO (RESIDENTIAL OFFICE); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has applied to re-zone the property from the Pinellas County GO (General Professional Office) zoning district to the City of Tarpon Springs RO (Residential Office) zoning district; and,

WHEREAS, the owner of said property has also applied to amend the Future Land Use Map designation of the property from the Pinellas County R/OG (Residential/Office General) category to the City of Tarpon Springs O (Office) category; and,

WHEREAS, the proposed RO (Residential Office) zoning district is consistent with the proposed Future Land Use Map category of O (Office); and,

WHEREAS, the planned uses within the Residential Office District are compatible with surrounding and existing land uses; and,

WHEREAS, the property owner has also requested to annex said property into the municipal limits of Tarpon Springs; and,

WHEREAS, the Planning and Zoning Board conducted a public hearing on this Ordinance on July 21, 2025; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Chapter 166.041, F.S. and Section 206 of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

Section 1. FINDINGS: ZONING ATLAS AMENDMENT

1. That this Ordinance is consistent with the Tarpon Springs Comprehensive Plan.

2. That available uses to which the property may be put are appropriate to the property in question and are compatible with the existing and planned uses in the area.
3. That the amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.
4. That the amendment will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide public facilities including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Section 2. ZONING ATLAS DESIGNATION

The Official Zoning Atlas of the City of Tarpon Springs is hereby amended for the property described as,

“Lots 4 and 5, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0040)” and,

“Lot 18, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0190)” and,

“Lot 19, Block 11, Fairview Subdivision, less road R/W according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0180)” and,

“Lots 20 and 21, Block 11, Fairview Subdivision, according to the plat thereof, as recorded in Plat Book 9, Page 18, of the Public Records of Pinellas County, Florida (Parcel Identification No 01-27-15-27072-011-0200.”

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.



PLANNING & ZONING APPLICATION

INSTRUCTIONS

Please complete the application form fully and submit, with all supporting materials and applicable application addendums, **DIGITALLY** through the Planning and Zoning online application portal. If a project requires multiple application types, please complete the application form once and upload into each separate application project in goPost/ePlan.

Prior to proceeding to public hearing, an application must be deemed complete and all required application fees (see fee schedule on pages 5 and 6) **must be paid prior to public hearing**. Fees can be paid in person or mailed.

1. PROPERTY OWNER(S)

NAME Frederick M & Edith M Slater	EMAIL t.slater@verizon.net	
ADDRESS 1267 N Pinellas Ave		
CITY Tarpon Springs	STATE FL	ZIP 34689
PHONE 727-221-3446 or 727-221-3447		

fredsunrise2017@gmail.com

2. APPLICANT(S) (if different than owner)

NAME as above	EMAIL	
ADDRESS		
CITY	STATE	ZIP
PHONE		

3. AGENT/REPRESENTATIVE (if applicable)

NAME n/a	EMAIL	
ADDRESS		
CITY	STATE	ZIP
PHONE		



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT
 324 E. Pine Street, Tarpon Springs, FL 34689
 (727) 942-5611 / planning@ctsfl.us

4. APPLICATION TYPE* (Please select all that apply)

General Applications

- | | | |
|--|---|---|
| ☒ Annexation | ☐ Rezoning | ☐ Minor Plat |
| ☐ Conditional Use | ☐ Site Plan/Subdivision | ☐ Planned Development: |
| ☐ Discussion Item | ☐ Right-of-Way Vacation | ☐ Concept |
| ☐ Development Agreement | ☐ Temporary Use (Dates: _____) | ☐ Preliminary |
| ☐ Future Land Use Amendment | ☐ Final Plat | ☐ Final |
| ☐ Sidewalk Cafe | | |

Board of Adjustment Applications (BOA)

- ☐ Variance
☐ Nonconforming Lot of Record Variance
☐ FAR/ISR Adjustment
☐ Sidewalk Waiver
☐ After-the-Fact Variance
☐ De Minimis Variance

Heritage Preservation Applications (HPB)

- ☐ Certificate of Appropriateness
☐ Designation of Historic Property Form
☐ Economic Hardship Exemption Form
☐ Petition for Removal Form

* See Page 4 for required Application Addendums.

5. GENERAL INFORMATION

PROJECT NAME <i>Annexation of Pinellas County Property into the City of Tarpon Springs</i>
ADDRESS/LOCATION N PINELLAS AVE and PENNSYLVANIA AVE
TAX PARCEL NUMBER(S) 01-27-15-27072-011-0190; -0180; -0200; -0040 - 4 PARCELS
LEGAL DESCRIPTION vacant land 0190,0180,0200 and 0040 vacant land w/XFSB
SITE ACREAGE Upland <u>.76</u> Wetland <u>0</u> Submerged <u>0</u> Total <u>.76</u>
FLOOD (check all that apply) ☐ Zone X ☐ Zone X Shaded ☒ Zone AE ☐ Zone VE ☐ Not in a Flood Zone Base Flood Elevation(s) (BFE): _____
COASTAL HIGH HAZARD AREA (CHHA) ☐ Yes, this property is located within the CHHA ☒ No, this property is not located within the CHHA

6. LAND USE & ZONING INFORMATION

CURRENT DESIGNATIONS		PROPOSED DESIGNATIONS (if applicable)	
LAND USE CATEGORY	ZONING CATEGORY	LAND USE CATEGORY	ZONING CATEGORY
1000/1090see above	commercial	0810 single family	more than 1 house...

7. SUMMARY/PURPOSE OF REQUEST

We would like to annex these properties into the City of Tarpon Springs. On 02-07-2025 we closed on the parcels 01-27-15-27072-011-0040 & 01-27-15-27072-011-0200. Within the closing the one parcel 01-27-15-27072-011-0040 was found to have many liens and fines from the county for an unpermitted garage on commercial property which was placed by the former owner without permits and was found to be non-conforming hence all the fines and liens- which were paid in full. We would like to keep the garage for future use once the annexation is complete and zoning changed to the RO- 0810. These properties are adjacent to our other homesteaded property which also are 0810 RO.



8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.

Frederick M Slater

(Applicant's Signature)

Frederick M Slater

02-07-2025

(Date)

OWNER'S SIGNATURE*:

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

Frederick M Slater

(Owner's Signature)

02-07-2025

(Date)

**Not required for discussion item applications*

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

 (Agent Name, Printed)

 (Date)

 (Agent's Signature)

 (Date)

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of () physical presence or () Online notarization, this 7 day of FEBRUARY, A.D., 2025 by FREDERICK M. SLATER, who is personally known to me or who has produced FLORIDA DRIVERS LIC. as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: JONATHAN PALMA

Signature: *J Palma*

Stamp:



JONATHAN PALMA
 Commission # HH 129511
 Expires July 4, 2025
 Bonded Thru Budget Notary Services



8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.


 (Applicant's Signature)
 Edith M. Slater

02-07-2025
 (Date)

OWNER'S SIGNATURE*:

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.


 (Owner's Signature)

02-07-2025
 (Date)

*Not required for discussion item applications

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

 (Agent Name, Printed)

 (Date)

 (Agent's Signature)

 (Date)

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of () physical presence or () Online notarization, this 7 day of FEBRUARY, A.D., 2025 by EDITH M. SLATER, who is personally known to me or who has produced FLORIDA DRIVERS LIC - as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: JONATHAN PALMA

Signature: 

Stamp:



JONATHAN PALMA
 Commission # HH 129511
 Expires July 4, 2025
 Bonded Thru Budget Notary Services



Parcel Summary (as of 13-Feb-2025)

Parcel Map

Parcel Number

01-27-15-27072-011-0040

Owner Name

SLATER, FREDERICK M

SLATER, EDITH M

Property Use

1090 Vacant Commercial Land w/XFSB

Site Address

PENNSYLVANIA AVE

TARPON SPRINGS, FL 34689 (Unincorporated)

Mailing Address

1267 N PINELLAS AVE

TARPON SPRINGS, FL 34689

Legal Description

FAIRVIEW BLK 11, LOTS 4 AND 5

Current Tax District

TARPON SPRINGS FIRE (TF)

Year Built

Heated SF	Gross SF	Living Units	Buildings
			0



Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2025	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2024	No	0%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
23060/0820	Find Comps	273.08	A	Current FEMA Maps	Check for EC	Zoning Map	9/18

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$95,747	\$94,490	\$94,490	\$95,747	\$94,490

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$93,575	\$85,900	\$85,900	\$93,575	\$85,900
2022	N	\$78,627	\$78,091	\$78,091	\$78,627	\$78,091
2021	N	\$70,992	\$70,992	\$70,992	\$70,992	\$70,992
2020	N	\$41,616	\$41,616	\$41,616	\$41,616	\$41,616
2019	N	\$41,616	\$41,616	\$41,616	\$41,616	\$41,616



Parcel Summary (as of 07-Feb-2025)				Parcel Map
Parcel Number 01-27-15-27072-011-0190				
Owner Name SLATER, FRED SLATER, EDITH M				
Property Use 1000 Vacant Commercial Land				
Site Address N PINELLAS AVE TARPON SPRINGS, FL 34689 (Unincorporated)				
Mailing Address 1253 N PINELLAS AVE TARPON SPRINGS, FL 34689-6902				
Legal Description FAIRVIEW BLK 11, LOT 19 LESS RD R/W				
Current Tax District TARPON SPRINGS FIRE (TF)				
Year Built				
Heated SF	Gross SF	Living Units	Buildings 0	

Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2025	No	0%		
2024	No	0%		
				No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
21260/0191	Find Comps	<u>273.08</u>	A	<u>Current FEMA Maps</u>	<u>Check for EC</u>	Zoning Map	9/18

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$23,441	\$23,441	\$23,441	\$23,441	\$23,441

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$22,325	\$22,101	\$22,101	\$22,325	\$22,101
2022	N	\$20,092	\$20,092	\$20,092	\$20,092	\$20,092
2021	N	\$18,976	\$18,976	\$18,976	\$18,976	\$18,976
2020	N	\$14,288	\$14,288	\$14,288	\$14,288	\$14,288
2019	N	\$14,288	\$14,288	\$14,288	\$14,288	\$14,288



Parcel Summary (as of 07-Feb-2025)

Parcel Map

Parcel Number

01-27-15-27072-011-0180

Owner Name

SLATER, FRED

SLATER, EDITH M

Property Use

1000 Vacant Commercial Land

Site Address

N PINELLAS AVE

TARPON SPRINGS, FL 34689 (Unincorporated)

Mailing Address

1253 N PINELLAS AVE

TARPON SPRINGS, FL 34689-6902

Legal Description

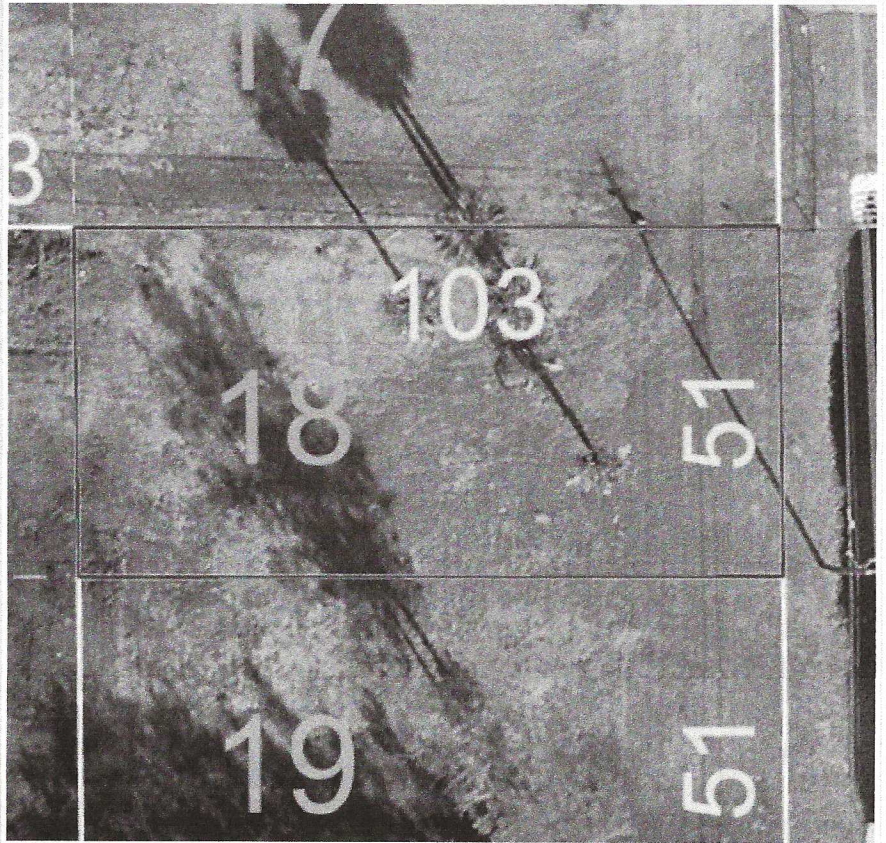
FAIRVIEW BLK 11, LOT 18 LESS RD R/W

Current Tax District

TARPON SPRINGS FIRE (TF)

Year Built

Heated SF	Gross SF	Living Units	Buildings
			0



Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2025	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2024	No	0%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
21260/0191	Find Comps	<u>273.08</u>	A	<u>Current FEMA Maps</u>	<u>Check for EC</u>	Zoning Map	9/18

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$23,441	\$23,441	\$23,441	\$23,441	\$23,441

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$22,325	\$22,101	\$22,101	\$22,325	\$22,101
2022	N	\$20,092	\$20,092	\$20,092	\$20,092	\$20,092
2021	N	\$18,976	\$18,976	\$18,976	\$18,976	\$18,976
2020	N	\$17,850	\$17,850	\$17,850	\$17,850	\$17,850
2019	N	\$17,850	\$17,850	\$17,850	\$17,850	\$17,850



Parcel Summary (as of 14-Feb-2025)

Parcel Number

01-27-15-27072-011-0200

Owner Name

20 21 N PINELLAS AVE LAND TRUST
TRUSTEE CO TRE

Property Use

1000 Vacant Commercial Land

Site Address

N PINELLAS AVE
TARPON SPRINGS, FL 34689 (Unincorporated)

Mailing Address

PO BOX 661
PALM HARBOR, FL 34682-0661

Legal Description

FAIRVIEW BLK 11, LOTS 20 AND 21 LESS RD R/W

Current Tax District

TARPON SPRINGS FIRE (TF)

Year Built

Heated SF	Gross SF	Living Units	Buildings
			0

Parcel Map



Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2025	No	0%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2024	No	0%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
20212/1106	Find Comps	<u>273.08</u>	<u>A</u>	<u>Current FEMA Maps</u>	<u>Check for EC</u>	Zoning Map	9/18

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$48,078	\$48,078	\$48,078	\$48,078	\$48,078

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	\$45,789	\$45,331	\$45,331	\$45,789	\$45,331
2022	N	\$41,210	\$41,210	\$41,210	\$41,210	\$41,210
2021	N	\$38,921	\$38,921	\$38,921	\$38,921	\$38,921
2020	N	\$36,631	\$36,631	\$36,631	\$36,631	\$36,631
2019	N	\$36,631	\$36,631	\$36,631	\$36,631	\$36,631



Parcel Summary (as of 07-Feb-2025)

Parcel Number

01-27-15-27072-011-0080

Owner Name

SLATER, FREDERICK M

SLATER, EDITH M

Property Use

0810 Single Family - more than one house per parcel

Site Address

1267 N PINELLAS AVE

TARPON SPRINGS, FL 34689

Mailing Address

1253 N PINELLAS AVE

TARPON SPRINGS, FL 34689-6902

Legal Description

FAIRVIEW BLK 11, LOTS 6 THRU 9 & LOTS 14 THRU 17 INCL LESS RD ROW ON E

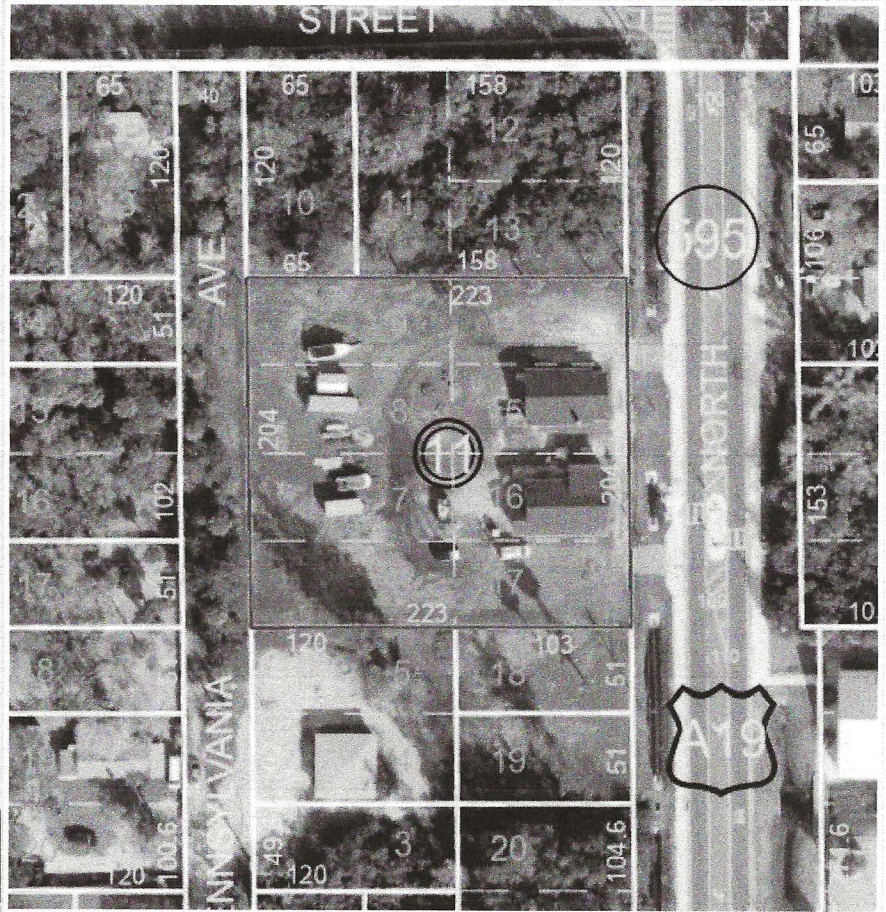
Current Tax District

TARPON SPRINGS (TS)

Year Built

1947 | 1925

Parcel Map



Exemptions

Year	Homestead	Use %	Status	Property Exemptions & Classifications
2025	Yes	100%		No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).
2024	Yes	100%		

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
15749/2630	\$838,300	<u>273.08</u>	A	<u>Current FEMA Maps</u>	<u>Check for EC</u>	Zoning Map	9/18

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	\$710,279	\$198,490	\$148,490	\$173,490	\$148,490

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	Y	\$506,709	\$192,709	\$142,709	\$167,709	\$142,709
2022	Y	\$574,401	\$187,096	\$137,096	\$162,096	\$137,096
2021	Y	\$273,834	\$181,647	\$131,647	\$156,647	\$131,647
2020	Y	\$255,860	\$179,139	\$129,139	\$154,139	\$129,139
2019	Y	\$125,920	\$83,093	\$33,093	\$58,093	\$33,093

Patricia McNeese

From: Fred Slater <fredsunrise2017@gmail.com>
Sent: Thursday, March 13, 2025 12:53 PM
To: Patricia McNeese
Subject: 25.16 Annexation

Warning: Unusual sender <fredsunrise2017@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon

Re: comments

00001- there is no construction planned - only a fence and trees are not involved- we will plant as required within reason

00005- current 2025 surveys on all properties have been uploaded into they portal

00007- I am aware of the building status and all fines and liens were paid in full at closing + when I spoke to the county regarding being the new owner they advised my best bet would be to annex into Tarpon Springs and they would no longer have an issue with the structure. I am not looking for a permit, I am looking for you to accept the structure as is. If at a later date the adjacent owners deem there is an issue I will deal with it then by moving it or removing it at that time.

00008- we would like to annex into Tarpon Springs to retain the garage on lots 4 + 5; regarding future use- our children have (son + daughter) have been thinking of developing the property into 30+ rental units or a hotel - whatever Tarpon will allow.

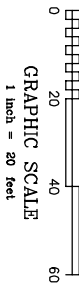
00009- I have walked the property and I do not see a drainage structure in this area - Pennsylvania Ave is overgrown ?

00011- to date we have not seen turtles?

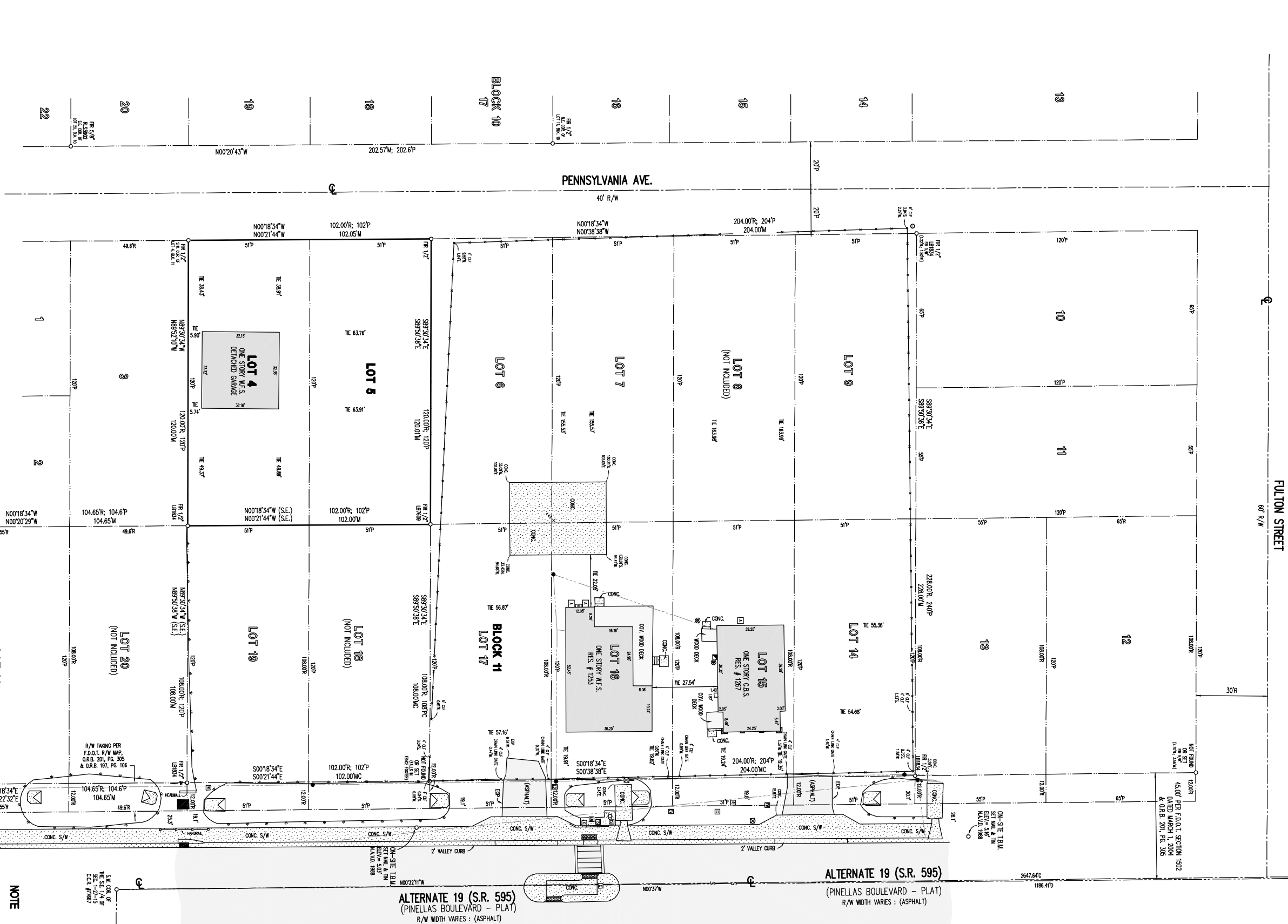
I will upload this email into portal also

--

Best Regards,
Frederick M Slater
727-221-3446



Page 467 of 483



THIS IS A RETRACEMENT SURVEY OF THAT BOUNDARY
AND TOPOGRAPHIC SURVEY PREPARED BY KLEIN &
STAUB LLC, LB NO. 8093 DATED SEPTEMBER 31, 2017.

LEGEND

- ☐ UNTERED END SECTION
- POWER POLE
- SENIOR CLEAN OUT
- ⑩ TELECOM REPEATER
- ▣ TRAFFIC SIGNAL WALL
- ④ WATER MARKER
- ⊗ WATER METER
- ⊙ WATER VALVE
- TOP OF BLANK
- OVERHEAD WIRES
- EXPOSED 2" WATER LINE
- R
- D
- KLEN & STUBS SURVEY
- DEED

LOTS 4 AND 5, BLOCK 11, FAIRMEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

THE ABOVE DESCRIBED PROPERTY APPEARS TO BE IN ZONE AE (BASE FLOOD ELEVATION OF 8 FEET), IN ACCORDANCE WITH THE FIRM MAP OF PINEHILLS COUNTY, UNINCORPORATED AREAS, COMMUNITY NUMBER 125139 (MAP NUMBER 12103C-0017-H), MAP DATED AUGUST 24, 2021.

FREDRICK M. & EDITH M. SLATER

George A. Shimp II & Associates, Inc.
Anyone copying this document in any manner without the
expressed consent of GEORGE A. SHIMP II & ASSOCIATES, INC.
shall be prosecuted to the full extent of the law.
DO NOT COPY OR REPRODUCE _____

BOUNDARY SURVEY - SHEET 1 OF 2

JOB NUMBER: 240313A	DATE SURVEYED: 3-3-2025
DRAWING FILE: 240313A.DWG	DATE DRAWN: 3-6-2025
LAST REVISION: N/A	X REFERENCE: N/A

 **GEORGE A. SHIER II
AND ASSOCIATES, INCORPORATED**
LAND SURVEYORS LAND PLANNERS
3801 DESSON BOULEVARD, SUITE D
DALLAS, TEXAS 75246

M.A.
LB 1834
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256

SURVEYOR'S REPORT

SHEET 2 OF 2

SURVEY ABBREVIATIONS

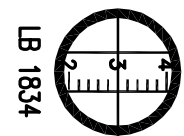
A = ARC LENGTH	D = DEED	LB = LAND SURVEYING BUSINESS	SET M&D = SET NAIL AND DISK LB# 1834
A/C = AIR CONDITIONER	DOT = DEPARTMENT OF TRANSPORTATION	LEE = LOWEST FLOOR ELEV	SIR = SET 1/2" IRON ROD LB# 1834
AF = ALUMINUM FENCE	DRAIN = DRAINAGE	LHSM = LOWEST HORIZONTAL STRUCTURAL MEMBER	SQ = SQUARE
ALUM = ALUMINUM	D/W = DRIVEWAY	LS = LAND SURVEYOR	SF = SPLIT RAIL FENCE
ASPH = ASPHALT	EL OR ELEV = ELEVATION	LS = MEASURED	SF = STATE ROAD
BEE = BASE FLOOD ELEVATION	EOP = EDGE OF PAVEMENT	MAS = MASONRY	STY = STORY
BLDG = BUILDING	EDW = EDGE OF WATER	MES = MITERED END SECTION	SUB = SUBDIVISION
BLK = BLOCK	ESMT = EASEMENT	MH = MANHOLE	S/W = SIDEWALK
BM = BENCH MARK	FOM = FOUND CONCRETE MONUMENT	MHWL = MEAN HIGH WATER LINE	TB = "T" BAR
BNDY = BOUNDARY	FES = FLARED END SECTION	MSL = MEAN SEA LEVEL	TB = TEMPORARY BENCH MARK
BRC = BEARING	FR = FOUND IRON PIPE	M&B = NAIL AND BOTTLE CAP	TC = TOP OF CURB
BWF = BARBED WIRE FENCE	FR = FOUND IRON ROD	M&D = NAIL AND DISK	TOB = TOP OF BANK
C = CALCULATED	FL = FLOW LINE	M&T = NAIL AND TAB	TOS = TOE OF SLOPE
CB = CHORD BEARING	FLD = FIELD	M&D = NATIONAL GEODETIC VERTICAL DATUM	TRANS = TRANSFORMER
CBS = CONCRETE BLOCK STRUCTURE	FND = FOUND	NO = NUMBER	TWP = TOWNSHIP
CHD = CHORD	FOP = FOUND OPEN PIPE	O/A = OVERALL	TYP = TYPICAL
CL = CENTERLINE	FOC = FLORIDA POWER CORP.	OHW = OVERHEAD WIRE(S)	UG = UNDERGROUND
CLF = CHAIN LINK FENCE	FPP = FOUND PINCHED PIPE	OR = OFFICIAL RECORDS	UTIL = UTILITY
CLOS = CLOSURE	FRM = FRAME	O/S = OFFSET	WD = WOOD
COL = COLUMN	FZL = FLOOD ZONE LINE	P = PLAT	WF = WOOD FENCE
CONC = CONCRETE	GAR = GARAGE	PB = PLAT BOOK	WF = WOOD FRAME STRUCTURE
CR = COUNTRY ROAD	G/E = GLASS ENCLOSURE	PC = POINT OF CURVE	WF = WROUGHT IRON FENCE
C/S = CONCRETE SLAB	HWF = HOG WIRE FENCE	PCC = POINT OF COMPOUND CURVE	WT = WITNESS
COR = CORNER	HW = HIGH WATER LINE	PCP = PERMANENT CONTROL POINT	W/F = WIRE FENCE
COV = COVERED AREA	INV = INVERT	PG = PAGE	WV = WATER VALVE

*** ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

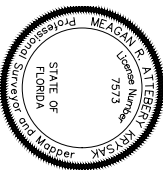
*** OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

GENERAL NOTES

- 1.) THIS SURVEY HAS BEEN EXCLUSIVELY PREPARED FOR THE NAMED ENTITIES (THE "CERTIFIED PARTIES") SHOWN HEREON AND IS NOT TRANSFERABLE. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON AND/OR RE-USE THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESSED, WRITTEN CONSENT OF GEORGE A. SHIMP II & ASSOCIATES, INC. (THE "SURVEY FIRM") AND THE CERTIFYING PROFESSIONAL SURVEYOR AND MAPPER (THE "SIGNING SURVEYOR"), HEREINAFTER COLLECTIVELY REFERRED TO AS "THE SURVEYOR". NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THE CERTIFIED PARTIES SHOWN ON THIS SURVEY.
- 2.) UNAUTHORIZED COPIES AND/OR REPRODUCTIONS VIA ANY MEDIUM OF THIS SURVEY OR ANY PORTIONS THEREOF ARE EXPRESSLY PROHIBITED WITHOUT THE SURVEYOR'S EXPRESSED, WRITTEN CONSENT.
- 3.) THE WORD "CERTIFY" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF THE SURVEYOR'S OPINION REGARDING THE FACTS OF THE SURVEY BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.
- 4.) THIS SURVEY SHALL BE VALID FOR ONE (1) YEAR FROM THE DATE OF FIELD SURVEY SHOWN HEREON.
- 5.) THIS PROPERTY WAS SURVEYED BASED ON THE PROPERTY'S LEGAL DESCRIPTION, AS SHOWN HEREON, WHICH UNLESS OTHERWISE STATED, WAS PROVIDED TO THE SURVEYOR BY THE CLIENT, OR CLIENT'S DESIGNATED AGENT AS WELL AS THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 201, PAGE 305, THE EXISTING FIELD MONUMENTATION AND OCCUPATION AT THE TIME OF THIS SURVEY, THE SUBDIVISION PLAT RECORDED IN THE PUBLIC RECORDS OF PINELAS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 1502 DATED MARCH 1, 2004 AND THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY KLEIN & STAUB LLC IN 2017.
- 6.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT AND IS SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND/OR OTHER MATTERS OF RECORD. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
- 7.) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER MATTERS OF RECORD THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON AND MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 8.) BASIS OF BEARINGS: MEASURED BEARINGS ARE IN REFERENCE TO FLORIDA STATE PLANE COORDINATE GRID NORTH, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 READJUSTMENT), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.
- 9.) THERE ARE NO VISIBLE ENCROACHMENTS, EXCEPT AS SHOWN HEREON.
- 10.) THIS SURVEY SHOWS VISIBLE, ABOVE GROUND FEATURES. NO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
- 11.) ALL BUILDING TIES, PROPERTY MARKER LOCATIONS AND OTHER SITE IMPROVEMENT LOCATIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO ADJACENT BOUNDARY LINES, UNLESS OTHERWISE STATED.
- 12.) THE FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DOES NOT IMPLY THAT THE PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING AND DAMAGE. LARGER FLOODS THAN THOSE PREDICATED ON SAND MAP MAY OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE FLOOD INSURANCE RATE MAP "IS FOR INSURANCE PURPOSES ONLY" AND ANY DAMAGES THAT MAY RESULT FROM RELIANCE ON THIS FLOOD ZONE DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. THE FLOOD ZONE LINES (IF ANY) SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON A SCALED INTERPRETATION FROM THE FLOOD INSURANCE RATE MAP AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



GEORGE A. SHIMP II
AND ASSOCIATES, INCORPORATED
LAND SURVEYORS LAND PLANNERS
3801 DeSOTO BOULEVARD, SUITE D
PALM HARBOR, FLORIDA 34683
PHONE (727) 784-5496 FAX (727) 786-1256
LB 1834



MEAGAN R. ATTEBERY KRYSAK, PROFESSIONAL SURVEYOR & MAPPER No. 7573

240313A
JOB NUMBER

3-3-2025
DATE SURVEYED

Meagan R. Attebery Krysak

26.) THIS DOCUMENT IS ONLY VALID FOR THE REVIEW PROCESS BY THE AUTHORITY HAVING JURISDICTION AND MUST CONTAIN THE THIRD PARTY VERIFIED DIGITAL SIGNATURE AND SEAL. DISTRIBUTION OF THIS DOCUMENT TO THIRD PARTIES WILL RENDER THIS DOCUMENT INVALID AND NO LIABILITY WILL BE ASSUMED BY THE SIGNING SURVEYOR.

25.) BENCH MARK: THE ELEVATIONS SHOWN HEREON ARE IN REFERENCE TO THE NORTH AMERICAN VERTICAL DATUM ON 1988 (N.A.V.D. 1988) AS ESTABLISHED USING REAL TIME KINEMATIC (R.T.K.) G.P.S. BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) FLORIDA PERMANENT REFERENCE NETWORK (F.P.R.N.).

24.) THIS SURVEY SHALL NOT BE USED WITH A SURVEY AFFIDAVIT. AN INCORRECT SURVEY AFFIDAVIT CAN INCREASE THE OWNER/BUYER'S LIABILITY, DECREASE THEIR LEGAL RIGHTS AND PROTECTIONS WHICH ARE AFFORDED BY A CURRENT SURVEY AND MAY RESULT IN COSTLY LITIGATION AS WELL. AN INCORRECT SURVEY AFFIDAVIT CAN BE THE RESULT OF CHANCES MADE TO THE PROPERTY SINCE THE DATE OF THE LAST SURVEY, WHICH MAY INCLUDE IMPROVEMENTS MADE BY THE OWNER, ADJACENT OWNERS OR UTILITY COMPANIES OR CHANGES IN THE SURVEY BOUNDARY MONUMENTATION. USE OF THIS SURVEY BY A LENDING INSTITUTION OR TITLE COMPANY IN CONJUNCTION WITH A SURVEY AFFIDAVIT IS STRICTLY PROHIBITED AND SHALL RENDER THIS SURVEY NULL AND VOID.

23.) TREES BY NATURE ARE IRREGULAR IN SHAPE AND SIZE AND EVERY EFFORT IS MADE TO ACCURATELY LOCATE THEM. THE TREE SIZE IS DETERMINED AT CHEST HEIGHT DIAMETER AND THE TREE LOCATION IS CENTER OF THE TREE TRUNK. ANY TREE LOCATIONS THAT ARE CRITICAL TO THE DESIGN SHOULD BE FIELD VERIFIED. EVERY EFFORT HAS BEEN MADE TO PROPERLY IDENTIFY THE TREES SHOWN HEREON. HOWEVER, TREE IDENTIFICATION IS OUTSIDE THE AREA OF EXPERTISE OF A PROFESSIONAL SURVEYOR AND MAPPER, THEREFORE, THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR IDENTIFICATION OF TREE SPECIES. ALL TREE TYPES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND ANY TREE SPECIES THAT ARE CRITICAL SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

22.) UNLESS OTHERWISE SHOWN, THE DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED ON THE DEFINITION OF A FOOT AS ADOPTED BY THE UNITED STATES BUREAU OF STANDARDS AND REFER TO THE HORIZONTAL PLANE.

21.) THIS SURVEY SHALL NOT BE FILED FOR PUBLIC RECORDS WITHOUT THE KNOWLEDGE AND THE EXPRESSED, WRITTEN CONSENT OF THE SURVEYOR.

20.) THIS SURVEY IS BEING CERTIFIED ACCORDING TO THE LAST DATE OF FIELD SURVEY AND NOT THE SIGNATURE DATE (IF ANY).

19.) THE ACCURACY OF THIS SURVEY, AS OBTAINED BY FIELD-MEASURED CONTROL MEASUREMENTS, AND CALCULATIONS, MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY REQUIREMENT AS SPECIFIED IN THE MINIMUM TECHNICAL STANDARDS (5a-17, FLORIDA ADMINISTRATIVE CODE).

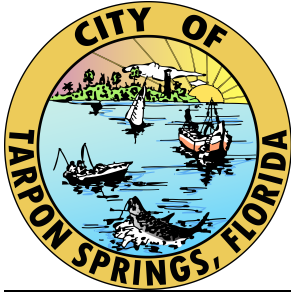
18.) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY AND UNLESS OTHERWISE SHOWN, IS BASED ON EXISTING SURVEY MONUMENTATION AS FOUND IN THE FIELD.
17.) THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERSEDE ANY SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

16.) FENCES AND WALLS (IF ANY) SHOWN ALONG THE BOUNDARIES OF THIS SURVEY ARE EXAGGERATED FOR CLARITY AND OWNERSHIP IS NOT DETERMINED. THE TIES AT THE PROPERTY CORNERS OR AT SPECIFICALLY DESIGNATED POINTS ARE BASED UPON FIELD LOCATIONS. FENCES AND WALLS ALONG OTHER PROPERTY BOUNDARIES MEANDER AND ARE APPROXIMATE. PRIOR TO THE RECONSTRUCTION OF ANY FENCES OR WALLS, IT WOULD BE PRUDENT TO HAVE THE BOUNDARY LINE STAKED.

15.) BECAUSE OF THE POSSIBILITY OF MOVEMENT OF THE MONUMENTATION FROM ITS ORIGINAL PLACEMENT BY PERSONS OTHER THAN THE SURVEYOR, IT IS RECOMMENDED THAT PRIOR TO ANY NEW IMPROVEMENTS ON THE PROPERTY THAT THE POSITION OF THE MONUMENTATION BE VERIFIED.

14.) NO INFORMATION ON ADJOINING PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THE SURVEYOR.

13.) UNLESS OTHERWISE SHOWN, THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP LINES, LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING/OVERLAPPING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project

25.16

PNZ - ANNEXATION OF PINELLAS COUNTY PROPERTY INTO THE CITY OF TARPON SPRINGS

Files and Attachments

EMAIL - 02-11-2025 - 240313 - VACANT (1).pdf
Design Development

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustment, or Board of Commissioners review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project will be scheduled for public hearing by Planning and Zoning staff. Please keep in mind that the Planning & Zoning Department has 90-day suspension period from the date of the TRC review for the submittal of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted. If you have questions concerning any of the above information, please do not hesitate to contact the Planning and Zoning Department for assistance.

Arborist

[Sheet 1 | Comment 00001 | EMAIL - 02-11-2025 - 240313 - VACANT (1).pdf]

Shannon Brewer

If tree removal will be needed for construction, at time of permitting a tree removal application and supporting documentation will be required. A New Construction Checklist can be found at <https://www.ctsfl.us/building-development-department/tree-and-site-information/>

[Sheet 1 | Comment 00002 | EMAIL - 02-11-2025 - 240313 - VACANT (1).pdf]

Shannon Brewer

§ 134.04 - Minimum Tree Planting.

(A) In residential, commercial or industrial areas, the standards in this section shall be required to be met prior to the issuance of a Certificate of Occupancy for new construction and prior to the approval of a final inspection for any property that requires a site plan amendment in excess of 50 percent of the property's value as shown on the records of the property appraiser.

(B) If any protected trees are removed from a site governed by this section those trees shall be replaced using the following minimum tree planting requirements:



Lot Size (gross area in square feet)	Tree Planting Minimum Requirements
0—6,000	2
6,001—10,000	4
10,001—15,000	6
Over 15,000*	8*

* (One for each 2,000 square feet, or portion thereof, in excess of 15,000 square feet.)

Fema

[Sheet 1 | Comment 00010 | EMAIL - 02-11-2025 - 240313 - VACANT (1).pdf]

Megan Araya

These parcels lie within a Special Flood Hazard Area (SFHA). AE-8. Annexing these properties will increase our SFHA acreage.

Planning and Zoning

[Comment 00003]

Patricia McNeese

This document contains comments resulting from the March 6, 2025 meeting of the Technical Review Committee.

[Comment 00004]

Patricia McNeese

The applicant has requested the annexation of four parcels into the municipal limits. The proposed parcel annexations, if all done together would all have adjacency to the existing municipal boundaries by virtue of the applicant's existing parcel located at 1267 N. Pinellas Ave, which is already in the City.

[Comment 00005]

Patricia McNeese

Please provide a full survey of the existing parcel at 1267 N. Pinellas Avenue, plus all of the properties for which the applicant is requesting annexation, along with an exhibit that clearly marks the parcels to be annexed. The survey should provide legal descriptions for each separate parcel to be annexed so that the appropriate descriptions can be included in the annexation ordinance.

[Comment 00006]

Patricia McNeese

The parcel located at 1267 N. Pinellas Ave is located in the Office (O) Future Land Use Category (FLUM) and in the Residential Office (RO) Zoning District.

The applicant has not requested zoning designations for the parcels to be annexed. All of the parcels to be annexed are located in the Pinellas County Residential/Office General (R/OG) Future Land Use Map category and the General Professional Office (GO) zoning district. They are all also located in the Office (O) category on the Countywide Map.

The City will propose that the annexed property be placed in the Office FLUM category and the RO zoning district. If the applicant wants to propose categories that differ from these, an application for map amendment will be required.

[Comment 00007]

Patricia McNeese

As noted by the applicant, there is at least one existing non-conforming and non-permitted structure on the property to be annexed. As part of the annexation process, the City requests the status of any code enforcement actions from Pinellas County. At the TRC meeting, the applicant indicated that an after-the-fact building permit has not been issued by Pinellas County for the unpermitted structure.

The applicant is advised that based on aerial photography and discussion with the applicant at the TRC meeting, it appears that the unpermitted building cannot meet the required zoning setbacks on the south side. Since the applicant does not own the adjacent parcel to the south, the setback cannot be resolved by combining parcels. There is no variance process available at the City of Tarpon Springs to allow a lesser setback, since the structure is unpermitted. This information will be provided to the Board of Commissioners to assist them with evaluating the annexation request.

[Comment 00008]

Patricia McNeese

Please provide a narrative stating the reason for the annexation request, including future plans for the property if known at this time.

[Comment 00009]

Patricia McNeese

Parcel ID #01-27-15-27072-011-0040 is served by Pennsylvania Avenue which is an unimproved road with apparently no utilities. There are City utilities within the N. Pinellas Avenue right-of-way serving the remaining parcels to be annexed. There also appears to be drainage infrastructure associated with the right-of-way in this area.

Project Administration

[Sheet 1 | Comment 00011 | EMAIL - 02-11-2025 - 240313 - VACANT (1).pdf]

Rod Doorlag

Verify Gopher Tortoise activity early on to save project down time.

PINELLAS COUNTY CODE ENFORCEMENT
SPECIAL MAGISTRATE LIEN

CODE ENFORCEMENT CASE NO.: CCM-23-00058
RESPONDENT(S): Pennsylvania Ave Land Trust
Trustee Co TRE

I, Caroline Rojas Gonzalez, Code Enforcement Liaison, do hereby certify that the attached is a true and correct copy of the Order Assessing an Administrative Fine until Compliance is Achieved, of the Pinellas County Code Enforcement Special Magistrate, entered September 11, 2023, and the Affidavit of Non-Compliance, for the property located at:

Pennsylvania Ave, Tarpon Springs, FL 34689

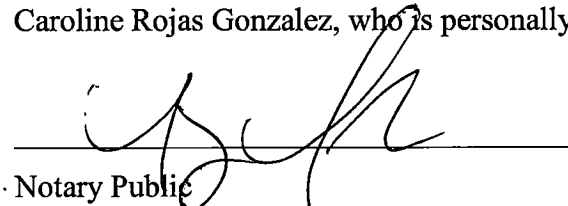
Parcel ID: 01-27-15-27072-011-0040

Legal Description: Fairview BLK 11, Lots 4 and 5



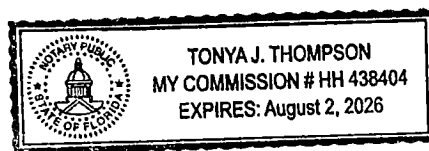
Caroline Rojas Gonzalez
Code Enforcement Liaison

The foregoing instrument was acknowledged before me this 4 day of January, 2024, by Caroline Rojas Gonzalez, who is personally known to me and who did not take an oath.


Notary Public

State of Florida

My Commission Expires:



Pinellas County Code Enforcement
Special Magistrate Division
631 Chestnut Street
Clearwater, Florida 33756
(727) 464-4761

**PINELLAS COUNTY
CODE ENFORCEMENT SPECIAL MAGISTRATE**

Pinellas County,
Petitioner,

vs.

CASE NUMBER: CCM-23-00058

Pennsylvania Ave Land Trust
Trustee Co TRE
PO Box 661
Palm Harbor, FL 34682-0661

Respondent(s).

_____ /

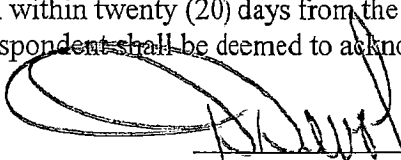
AFFIDAVIT OF NON-COMPLIANCE

I, **D. Devol**, have personally examined the case file and in it described in the Order Assessing an Administrative Fine Until Compliance is Achieved dated 11 September 2023, in the above mentioned case, and find that said property is NOT in compliance with the following Pinellas County Code Section(s) as of 23 October 2023:

138-90 (Zoning)

Special Magistrate Costs and Expenses have NOT been paid.

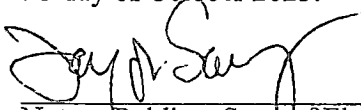
If the Respondent fails to file a written objection within twenty (20) days from the date of mailing the Affidavit of non-compliance, the Respondent shall be deemed to acknowledge the non-compliance with the Order.



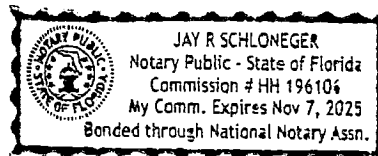
Signature of Affiant

**STATE OF FLORIDA
PINELLAS COUNTY**

I, D Devol, am a person authorized by law to inspect violations of the Pinellas County Code contained herein and statements set forth herein are based upon personal knowledge on this 23 day of October 2023.



Notary Public – State of Florida



Print, type or stamp Commissioned Name of Notary Public
Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____

CCM-23-00058

I hereby certify that a copy of the foregoing Affidavit of Non-compliance was sent to:

Pennsylvania Ave Land Trust
Trustee Co TRE
PO Box 661
Palm Harbor, FL 34682-0661

Pinellas County
Code Enforcement Division (CED)
631 Chestnut Street
Clearwater, FL 33756



D. Devol
Special Magistrate Officer

BEFORE PINELLAS COUNTY CODE ENFORCEMENT
SPECIAL MAGISTRATE
CASE NUMBER: CCM-23-00058

Pinellas County,
Petitioner,

vs.

Pennsylvania Ave Land Trust
Trustee Co TRE
PO Box 661
Palm Harbor, FL 34682-0661,
Respondent(s).

**ORDER ASSESSING AN ADMINISTRATIVE FINE UNTIL COMPLIANCE IS
ACHIEVED**

This case was heard before the Special Magistrate on September 11, 2023. The Petitioner, Pinellas County, appeared and was represented by D. Devol, Special Magistrate Officer of Pinellas County Code Enforcement Division. Respondent(s), Pennsylvania Ave Land Trust Trustee Co TRE, did not appear.

Findings of Fact

Based upon the evidence and sworn testimony received, the Special Magistrate finds that:

The property located 0 Pinellas Ave, Tarpon Springs, FL 34689 A/K/A Parcel ID #: 01-27-15-27072-011-0040 ("Property") contains the deficiencies as listed in the Affidavit of Violation and Request for Hearing dated August 2, 2023 and each is herein incorporated by reference.

Respondent(s), Pennsylvania Ave Land Trust Trustee Co TRE is/are the Owner(s) of record of the Property. Parcel ID: 01-27-15-27072-011-0040.

1. Notice was mailed to the Respondent(s) on August 25, 2023, at the address listed in the Tax Collector's office for tax notices or the Property Appraiser's database.

CCM-23-00058

2. An initial inspection on March 22, 2023 revealed violation(s) existed. As of August 31, 2023, the violation(s) still existed.
3. Previous notification of the aforementioned deficiencies were given as supported by the evidence received by this Special Magistrate.
4. The Petitioner incurred costs for the prosecution of this case in the amount of \$42.60.

Conclusion of Law

5. The Special Magistrate concludes that the Property continues to be in violation of the Pinellas County Ordinance Code provision(s) 138-90 despite prior notification and opportunity to cure afforded to the Respondent(s).
6. The Petitioner prevailed in the prosecution of this case and, pursuant to Section 2-623(g) of the Pinellas County Code, is entitled to recover all costs and expenses incurred.

Order

It is therefore adjudged as follows:

7. The Respondent(s) shall correct the violations on the aforementioned Property and come into compliance on or before 5:00 P.M. on October 11, 2023 or suffer an administrative fine in the amount of \$250.00 per day for each violation of the Pinellas County Code, Section 138-90 (Zoning), for each day thereafter that the violation(s) continue to exist.
8. Separate and distinct from the fine amounts due, the Respondent(s) shall pay the Petitioner's costs incurred in the prosecution of this case in the amount of \$42.60. These costs shall be paid within thirty (30) days of this order.
9. The Respondent(s) must notify Pinellas County Code Enforcement Division at (727) 464-4761 when the property is in compliance of all violations to stop the accrual of the daily fines. Respondent(s) will allow full access to the violation

CCM-23-00058

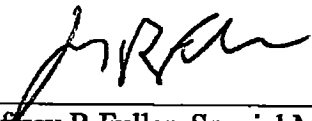
property for an inspection to verify all violations have been corrected and if so an Affidavit of Compliance will be filed to stop the daily fine.

10. If the Pinellas County Housing Official determines that the property is unsafe and unfit for human habitation, the property may be condemned. Pursuant to Section(s) 22-278 through 22-280, if the property is deemed an extreme hazard, the Housing Official may take or require immediate corrective action. The terminology "to correct" includes, but is not limited to, action taken to alter, upgrade, secure, repair, remodel or demolish any unsafe building. The costs incurred shall be charged to the owner and shall constitute a lien upon the property and shall be collected in the manner provided by law.
11. Either party may Petition the Magistrate to reconsider or rehear any Order resulting from a public hearing. The petition must be made in writing and filed with Pinellas County Code Enforcement Division (see mailing address listed below), no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a Petition to Reconsider or Rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the Petition to Reconsider or Rehear.
12. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after thirty (30) days referenced above, the Petitioner shall send the Respondent(s) an Affidavit of Noncompliance by certified mail, return receipt requested.
13. If the Respondent(s) fail to file a written objection within twenty (20) days from the date of mailing the Affidavit of Noncompliance, the Respondent(s) shall be deemed to acknowledge the noncompliance with the Order. The objection must be made in writing and filed with Pinellas County Code Enforcement Division (see mailing address listed below).
14. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the Respondent(s), pursuant to Chapter 162, Florida Statutes.

CCM-23-00058

Appeals: Any aggrieved party may appeal this order to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of this order.

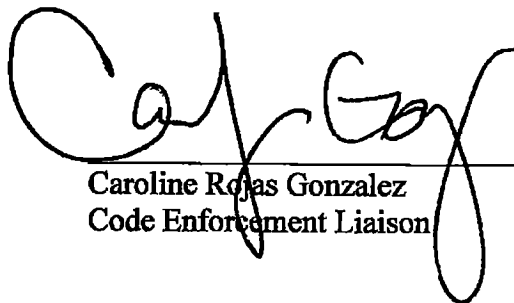
DONE AND ORDERED this 11th day of September, 2023.

By 
Jeffrey R Fuller, Special Magistrate

I hereby certify that a copy of the foregoing Order directing the Respondent to correct the violations of the Pinellas County Ordinance Code and assessing a fine until compliance is achieved was mailed to:

Pennsylvania Ave Land Trust
Trustee Co TRE
PO Box 661
Palm Harbor, FL 34682-0661

Pinellas County
Code Enforcement Division (CED)
631 Chestnut Street
Clearwater, FL 33756


Caroline Rojas Gonzalez
Code Enforcement Liaison

NOTICE

Administrative fines, costs and expenses shall be paid by certified check or money order payable to Board of County Commissioners, and mailed to Special Magistrate Administrative Division, 631 Chestnut Street, Suite B, Clearwater, Florida 33756. Any amounts not paid may be enforced in the same manner as a court judgment.

RELEASE OF PINELLAS COUNTY CODE ENFORCEMENT
SPECIAL MAGISTRATE LIEN

Case No.: CCM-23-00058

WHEREAS, Pinellas County, pursuant to the authority of Chapter 162, Florida Statutes, and Pinellas County Code, Chapter 2, Article VIII, does hereby release the Pinellas County Code Enforcement Special Magistrate Lien on the property described below which was recorded in the Office of the Clerk of the Circuit Court, **O.R. Book 22671, Page 1240-1246**, record owner(s), PENNSYLVANIA AVE LAND TRUST TRUSTEE CO TRE

Property Description:

PENNSYLVANIA AVE, TARPON SPRINGS, FL 34689

Parcel ID: 01-27-15-27072-011-0040

Legal Description: FAIRVIEW BLK 11, LOTS 4 AND 5

as recorded in the Public Records of Pinellas County, Florida, and

WITNESS my hand and seal this 24 day of February, 2025.

Signed, sealed and delivered in the presence of:

Nichie Berlage
Witness: Nichie Berlage

Jodi Scivally
Witness: Jodi Scivally

Kevin McAndrew (SEAL)
Kevin McAndrew
Building and Development Review Services Director
Pinellas County Code Enforcement
631 Chestnut Street
Clearwater, Florida 33756
(727) 464-4761

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of February 2025 by Kevin McAndrew, who is personally known to me and did not take an oath.

Notary Public Cheri Bishop
State of Florida at Large

My Commission Expires:

CHERI BISHOP
Notary Public, State of Florida
My Comm Expires May 01, 2027
No HH 392949

44154

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter Application 25-16 was published in said newspaper by print in the issues of 07/02/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

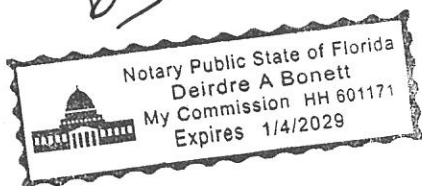
Signature of Affiant

Sworn to and subscribed before me this 07/02/2025

Signature of Notary of Public

Personally known X or produced identification.

Type of identification produced _____



LEGAL NOTICE

NOTICE OF PROPOSED ANNEXATION OF PROPERTY INTO CITY OF TARPON SPRINGS WITH ADOPTION OF FUTURE LAND USE MAP AND ZONING ATLAS AMENDMENTS

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinances:

ORDINANCE 2025-10

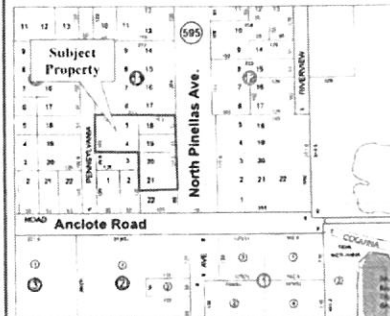
AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-08

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16) FROM PINELLAS COUNTY RESIDENTIAL OFFICE GENERAL (R/OG) CATEGORY TO CITY OF TARPON SPRINGS OFFICE (O) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-09

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.77 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED ALONG THE WEST SIDE OF N. PINELLAS AVE. APPROXIMATELY 65 FEET NORTH OF THE ANCLOTE ROAD INTERSECTION AND INCLUDING FAIRVIEW SUBDIVISION BLOCK 11, LOTS 4, 5, 18, 19, 20 AND 21 (APPLICATION 25-16) FROM PINELLAS COUNTY GO (GENERAL PROFESSIONAL OFFICE) TO CITY OF TARPON SPRINGS RO (RESIDENTIAL OFFICE); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.



Public Hearings on the proposed ordinances will be held before the Planning and Zoning Board on

Monday, July 21, 2025 at 6:30 P.M.

and the Board of Commissioners on the following dates:

Tuesday, August 12, 2025 at 6:30 P.M. (1st Reading)

Tuesday August 26, 2025 at 6:30 P.M. (2nd Reading)

ALL PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he 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.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

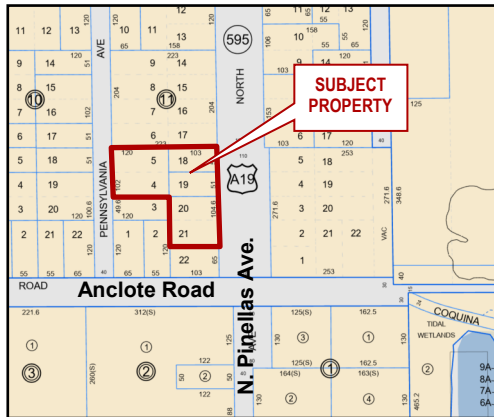
PLEASE REFERENCE APPLICATION #25-16

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

**NOTICE OF UPCOMING PUBLIC HEARING REGARDING PROPOSED ANNEXATION
APPLICATION #25-16**

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611 or email us at planning@ctsfl.us.

«AddressBlock»



Application Description: An ordinance of the City of Tarpon Springs, Florida annexing 0.77 acres, more or less, of real property, amending the Future Land Use Map from Pinellas County designation R/OG (Residential/Office General) to City of Tarpon Springs designation O (Office), and, amending the official zoning atlas from Pinellas County Zoning designation GO (General Professional Office) to City of Tarpon Springs designation RO (Residential Office) for four parcels located on the west side of N. Pinellas Ave approximately 65 feet north of the Anclote Road intersection and including Fairview Subdivision Block 11, Lots 4, 5, 18, 19, 20 and 21. **(Please reference application #25-16).**

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, July 21, 2025 at 6:30 p.m.** and the Board of Commissioners will hold public hearings on **Tuesday, August 12, 2025 at 6:30 p.m.** and **Tuesday, August 26, 2025 at 6:30 p.m.** All public hearings are held in the **City Hall Auditorium** which is located at **324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to planning@ctsfl.us.