



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, SEPTEMBER 30, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

SPECIAL PRESENTATIONS (20 Minutes)

1. Representative Adam Anderson
2. Suncoast News and Tampa Bay Times "Best of the Best" Business Award Winners (**Mayor John Koulianos**)

PUBLIC COMMENTS (15 Minutes)

CONSENT AGENDA (10 Minutes)

3. Special Event(s):
 - a. Community Crusade-Revival 2025 (**Chris Cotta Public Works Director**)
 - b. Annual Christmas Parade 2025 (**Chris Cotta Public Works Director**)
 - c. Movie in the Park (Fred Claus) (**Chris Cotta Public Works Director**)
 - d. Cartin Tarpon Christmas Golf Cart Parade 2025 (**Chris Cotta Public Works Director**)
4. Satisfaction/Release of Liens (**Irene Jacobs City Clerk**)
5. Attorney Fee(s): Johnson Jackson PLLC Invoice 15462 (**Charles Rudd City Manager**)
6. Cops & Kids MOU (**Jeff Young Police Chief**)
7. Florida Department of Environmental Protection Grant #L0356 Tarpon Springs Grandview Drive Stormwater Project (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
8. Florida Department of Environmental Protection Grant #L0357 Tarpon Springs Lakeview Drive Stormwater Project (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
9. Florida Department of Environmental Protection Grant #L0358 Tarpon Springs Roosevelt and Canal Streets Stormwater Project (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**)
10. Approve Amendment No. 1 to the Emergency Medical Services ALS First Responder Agreement (**Scott Young Fire Chief, Craig Misener Deputy Fire Chief**)
11. Renew File No. 250030-C-AS, Liquid Carbon Dioxide (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

12. Approve Novation for File No. 250098-N-AS, Myers Pumps, Repairs & Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Janina Lewis Procurement Services Director**)
13. Renew File No. 230171-C-PH, Landscaping Materials (**Chris Cotta Public Works Director, Anthony Mannello Streets & Stormwater Supervisor**)
14. Increase File No. 260002-C-PH, Motorola Radio Equipment and Maintenance (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)
15. Award File No. 260013-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)
16. Award File No. 250207-C-PH, Video Surveillance System (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)
17. Award File No. 250217-C-PH, Emergency Lighting and Accessories (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

18. Increase and Approve Change Order No. 1, Invitation to Bid (ITB) File No. 220060-B-JL, Construct New Clerk's Office Building (**Bob Robertson Project Administration Director, Janina Lewis Procurement Services Director**) (10 Minutes)
19. Discussion and Direction; Pinellas County Regional Resource Recovery Facility (**Tom Kiger Public Services Director**) (10 Minutes)
20. Code Enforcement Lien Reduction Request; Case #19-80000220, 221 & 222 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) (15 Minutes)
21. Code Enforcement Lien Reduction Request of Case #16-8000582 and wave Case #02-00001029 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) (15 Minutes)
22. Reconsideration of Code Enforcement Settlement Agreement; Case #08-80000676 - Timothy Frey, 983 Sunrise Drive (**Andrew Salzman City Attorney, Irene Jacobs City Clerk**) (10 Minutes)

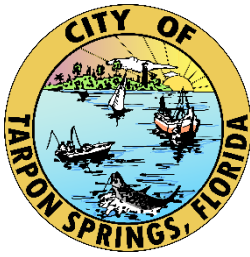
ORDINANCES AND RESOLUTIONS

23. **Ordinance 2025-16 (2nd Reading)**; Adopting Water, Sewer, and Reclaimed Water Rates for FY 2026 (**Tom Kiger Public Services Director, Charles Rudd City Manager**) (5 Minutes)
24. **Ordinance 2025-17 (1st Reading)**; Adopting the Impact Fees for Water and Sewer Connections for Fiscal Year 2026 (Effective January 1, 2026) and Providing for Annual Impact Fee Adjustments (**Tom Kiger Public Services Director, Charles Rudd City Manager**) (10 Minutes)
25. **Resolution 2025-59**; Establishing Wholesale Water Charges to Duke Energy for Service to their Anclote Electric Generating Station in Pasco County (Effective November 1, 2025) (**Tom Kiger Public Services Director, Charles Rudd City Manager**) (10 Minutes)
26. **Resolution 2025-60**; Support of Application to the State of Florida State FY2027 Appropriations Funding (**Bob Robertson Project Administration Director, P.J. Harbert Grant Project Specialist**) (5 Minutes)
27. **Application 25-55**; Annexation, Future Land Use Map amendment, and Rezoning of property located at 630 July Drive; (**Quasi-Judicial, Legislative, 1st Readings**)(**Renea Vincent, Planning Director**) (15 Minutes)
 - a. **ORDINANCE 2025-12** Annexing 0.30 Acres, More or Less, of Real Property located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision
 - b. **ORDINANCE 2025-13** Amending the Future Land Use Map for 0.30 Acres, More or Less, of Real Property Located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision (Application 25-55) from Pinellas County Residential Urban (RU) Category to City of Tarpon Springs Residential Urban (RU) Category

- c. **ORDINANCE 2025-14** Amending the Official Zoning Atlas for 0.30 Acres, More or Less, of Real Property located at 630 July Drive. Approximately 170 feet East of Dixie Highway and Including Lot 7 and Portions of Lots 6 and 8 of High Point Park Subdivision (Application 25-55) from Pinellas County R-4 (One, Two and Three Family Residential) District to City of Tarpon Springs R-70 (One and Two Family Residential) District
- 28. **Ordinance 2025-15: Land Development Code Amendment, Mobile Food Dispensing Vehicle Ordinance, Removing Sunset Provision (Application 25-63)(Legislative, 1st Reading)(Renea Vincent, Planning Director) (10 Minutes)**

BOARD AND STAFF COMMENTS (5 Minutes)

ADJOURNMENT (Estimate 9:20 pm)



**Public Works Department
Office of the Director**

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: September 30, 2025

Subject: Special Event – Community Crusade Revival @ Dorsett Park
November 14, 15, 16 2025.

Recommendation:

That the Mayor and Board of Commissioners approve the Special Event Application for the Community Crusade Revival, November 14,15,16 2025, Sponsored by True life Testimony Christian Outreach Center.

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

Background:

The Community Crusade Revival begins at 7:00 p.m. and finishes at approximately 9:30p.m. The event will run for 3 nights. Location of event will be at Dorsett Park, 500 E. Harrison St. T.S. The Police Department will need to coordinate with event leader for further assistants.

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: August 1, 2025

Name of Event: Community Crusade/Revival

Date(s) of Event: November 14, 15, 16 2025

Alternate Date(s): True Life Testimony Christian Outreach Center, Inc. Presents...Crusade/Revival

Hours of Event: 7:00pm - 9:30pm

Set up/break down time needed: 6pm - 7pm

Type/Purpose of Event: Religious event to spread the gospel of Jesus Christ and encourage the community to unite in natural as well as spiritual things.

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

Dorsett Park, 500 E. Harrison St. Tarpon Springs, FL 34689

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

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

Other: _____

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: True Life Testimony Christian Outreach Center, Inc.

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

Organizations Address: 38724 US Hwy 19 N. Tarpon Springs, FL 34689

Individual to Contact: Dr. Rebecca McKay

(Telephone #) 727-225-1628 (email) mckay6733@gmail.com

Alternative Contact: Kyra Williams-Custis

(Telephone #) (727) 645-2036 (email) KWCustis@gmail.com

General Information:

Number of Vendors: N/A (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): _____

Approximate Number of Attendees: _____ Entrance Fee: \$ _____

Location for Attendee Parking: _____

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

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 7:00pm - 9:30pm Band: ☒ DJ: ☐ or

Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐

Dumpster: ☐ Rolloff: ☐ Other: _____

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

Amusement/Carnival Rides: Yes ☐ No ☐ Name of Company Providing Rides: _____

Types of Rides: _____

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: _____

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: Dorsett Park Picnic shelter

Public Restrooms: ☒ Hours of Opening/Closing: 7pm - 9:30pm

Street Banners: ☐ Location: _____

Electric Message Board: ☐ _____

Additional City Trash Cans: ☐ _____

Directional Parking Signs: ☐ Locations: _____

Other: _____

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: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: At approval of event

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.

Rebecca McKay
Signature of Applicant

8/1/2025
Date



City of Tarpon Springs Deposit Forfeiture Policy

Event Sponsor agrees to return City property to the exact condition it was in prior to the event. This includes the removal of all items placed on City property by the Sponsor including, but not limited to tents, port-o-lets, ice machines, tables, vehicles, concession stands, trash, etc.

If the Event Sponsor does not comply with cleanup by the date outlined on the Special Event Application, the \$100 deposit will not be returned, and the Sponsor's next event will require double the deposit amount. This procedure will continue until the Event Sponsor complies with the Special Event requirements.

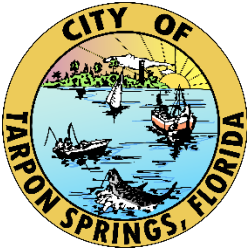
Please note, deposits will be withheld, and additional money may be due for any/or all damages to City property caused the Special Event.

Event Sponsor Signoff :

I have read and agree to the conditions above:

Rebecca McKay
Event Sponsor Signature

8/1/2025
Date



**Public Works Department
Office of the Director**

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: September 30, 2025

Subject: Annual Christmas Parade – Chamber of Commerce
December 6, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the Annual Christmas Parade presented for the City by the Chamber of Commerce on Saturday, December 6, 2025, and the temporary closure of S.Pinellas Ave. (Meres Blvd. to Tarpon Ave.), Lemon St. (Pinellas Ave. to Ring Ave.), Ring Ave. (Lemon St. to Tarpon Ave.), and Tarpon Ave. (Ring Ave. to Craig Park.).

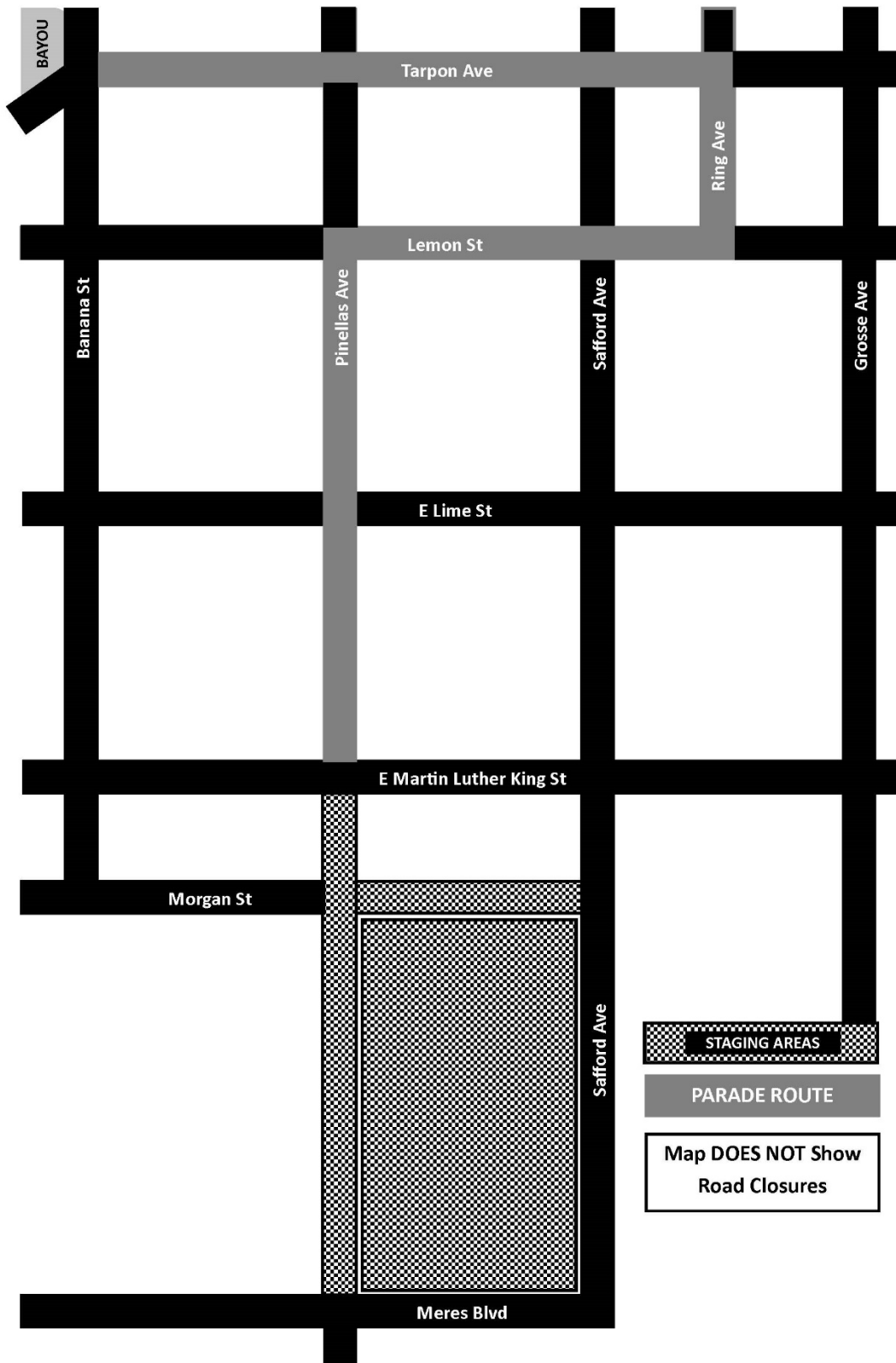
If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

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

The parade will begin at 10:00 a.m. in front of Rodie's Restaurant and Pancake House and end at Craig Park at approximately noon. Parade set-up will begin at 8:00 a.m.

The City will send out road closure notifications to area business that may be affected by this event.



**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 9/15/2025

Name of Event: Annual Christmas Parade

Date(s) of Event: December 6, 2025

Alternate Date(s): None

Hours of Event: 1000 - 1200

Set up/break down time needed: 0800 - 1300

Type/Purpose of Event: City Holiday celebration

Location of Event (include map for parade/procession routes with assembly and disband points): S. Pinellas Ave., Lemon St., Grosse Ave., Tarpon Ave., Craig Park (disburse)

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☒ Orange St. ☐ Court/Lemon ☒

Other: N/A

Disposition of Proceeds: N/A

Applicant Information:

Name of Organization: Tarpon Springs Chamber of Commerce

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: 1 N. Pinellas Ave.,

Individual to Contact: Jean Hungiville (Telephone #) 727-937-6109 (email) president@tarponspringschamber.org

Alternative Contact: cell: 757-709-0955 (Telephone #) _____ (email) _____

General Information:

Number of Vendors: N/A (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): N/A

Approximate Number of Attendees: 1,000 Entrance Fee: \$ N/A

Location for Attendee Parking: City parking lots and street parking

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: 1000 - 1200 Band: ☒ DJ: ☐ Other: on floats

Type & Location of Toilet Facilities: Public restrooms at Tarpon Ave. & Craig Park. Would like to have City Portables set up in Manatee Plaza parking lot. I was told there is a pumping station on Morgan St. side.

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: N/A

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants 500 Animals 5 Floats 60 Bands 2 Other These are estimates

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: N/A 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: As needed per TSPD

Cones: ☒ How many: As needed per TSPD

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: Regular Saturday hours

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☒

If not, when will it be sent: covered by City

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: covered by City

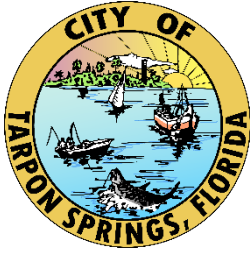
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☐ No ☒

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.

Jean Hungiville
Signature of Applicant

9/15/2025
Date



Public Works Department
Office of the Director

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: September 30, 2025

Subject: Special Event – Movie in the Park (Fred Claus)
December 20, 2025

Recommendations:

That the Mayor and the Board of Commissioners approve the City of Tarpon Springs Police Departments' special event application for the "Holiday Movie in the Park" on Saturday December 20, 2025, at Craig Park showing of Fred Claus.

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 the previous years' events.

This year's family friendly movie event will begin at 4:00 p.m. and end at 10:00 p.m. Free hot dogs, popcorn and drinks will be provided by the Police Department.

All set-up and clean-up will be the event sponsors' responsibility.

Approval of this event authorizes the Sponsor/User the use of The City property for the 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 BOC and the Sponsor's Application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: September 3, 2025

Name of Event: Movie In The Park (Fred Claus)

Date(s) of Event: December 20, 2025

Alternate Date(s): December 21, 2025

Hours of Event: 4:00pm-10:00pm

Set up/break down time needed: 4:00pm-10:00pm

Type/Purpose of Event: Free movie for the public at Craig Park

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

If Closure of City Parking is needed, please check street: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: No proceeds

Applicant Information:

Name of Organization: Tarpon Springs P.D.

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

Organizations Address: 444 S. Huey Ave. Tarpon Springs, FL 34689

Individual to Contact: Asst. Chief T. Mathis (Telephone #) 727-361-8216 (email) tmathis@tspd.us

Alternative Contact: Silva Webster (Telephone #) 662-837-6289 (email) swebster@tspd.us

General Information:

Number of Vendors: 1 (movie) (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): _____

Approximate Number of Attendees: 150-300 Entrance Fee: \$ 0

Location for Attendee Parking: 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: 4:30-6:30 Band: ☐ DJ: ☐ Other: Movie

Type & Location of Toilet Facilities: Public facilities

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 12X12 tents

How will Structure be Secured: weights

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☐ Rolloff: ☐ Other: trash CANS

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

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: N/A 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: Around Band Shell

Public Restrooms: ☒ Hours of Opening/Closing: 4:00pm-10:00pm

Street Banners: ☐ Location: _____

Electric Message Board: ☐ _____

Additional City Trash Cans: ☒ 4 extra trash cans

Directional Parking Signs: ☐ Locations: _____

Other: _____

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: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☐ If not, when will it be sent: CITY EVENT

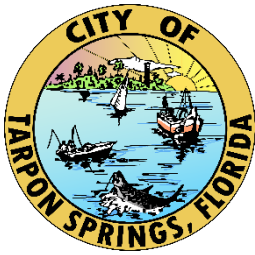
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

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.

Signature of Applicant

Date

9/15/25



**Public Works Department
Office of the Director**

Chris Cotta
Public Works Director

To: Mayor and Board of Commissioners

From: Chris Cotta, Public Works Director

Date: September 30, 2025

Subject: Special Event- Cartin Tarpon Springs Christmas Golf Cart Parade
December 20, 2025

Recommendation:

That the Mayor and Board of Commissioners approve application for “Cartin Tarpon Christmas Golf Cart Parade” fundraiser for Shop with a Cop Program on December 20, 2025.

Background:

The Event hours will be from 5:30p.m.- 8:30 p.m. Setup/Line up will begin at 4:30pm. Start & End @ Tarpon Springs Yacht Club. The golfcarts will head down Spring Blvd., Tarpon Ave., Pinellas Ave., MLK Jr Dr., Safford Ave., U-turn @ Pine St., Safford Ave., Tarpon Ave., Pinellas Ave., Dodecanese Blvd., head towards Rusty Bellies Boat Yard, cont. Island Dr., down Roosevelt Blvd., Canal St., back to T.S. Yacht Club.

This has been coordinated with the Tarpon Springs Police Department for Shop with a Cop Program. Police escort will be provided.

All set-up and clean-up will be the event sponsor’s 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: AUGUST 1, 2025
Name of Event: Cartin Tarpon Christmas Golf Cart Parade
Date(s) of Event: Saturday Dec 20
Alternate Date(s): _____
Hours of Event: 530pm - 830pm
Set up/break down time needed: Lineup could begin 430pm.
Type/Purpose of Event: Community Fundraiser with 100%
of profits to go to Tarpon Springs Shop with a Cop
program.

Location of Event (include map for parade/procession routes with assembly and disband points):
Line up Craig Park ; end TS yacht club.
through both downtown and sponge docks.

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

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

Other: _____

Disposition of Proceeds: _____

N/A

Applicant Information:

Name of Organization: Cartin Tarpon.
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: 1021 Widenview Ave Tarpon Springs FL 34689
Individual to Contact: Michelle Dinsmore
(Telephone #) 727-365-1480 (email) cartintarpon@gmail.com
Alternative Contact: Katie MacNeill
(Telephone #) 727-946-7125 (email) cartintarpm@gmail.com

General Information:

Number of Vendors: N/A (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): N/A

Approximate Number of Attendees: 85 carts (2024) Entrance Fee: \$ 25/cart
Location for Attendee Parking: only for lineup - Craig Park (or)
TS Yacht Club

Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: N/A

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

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ or

Other: _____

Type & Location of Toilet Facilities: N/A

Tent or Other Structure: Yes ☐ No ☐ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☐

Dumpster: ☐ Rolloff: ☐ Other: _____

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

Amusement/Carnival Rides: Yes ☐ No ☐ Name of Company Providing Rides: _____

Types of Rides: _____

Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☐ No ☒

Unknown/not set

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: _____

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: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Location: business sponsors only

Electric Message Board: ☒ would like to discuss. <yes please ADD>

Additional City Trash Cans: ☐ N/A

Directional Parking Signs: ☐ Locations: _____

Other: _____

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: _____

asap upon approval ^{no later than 10/31.}

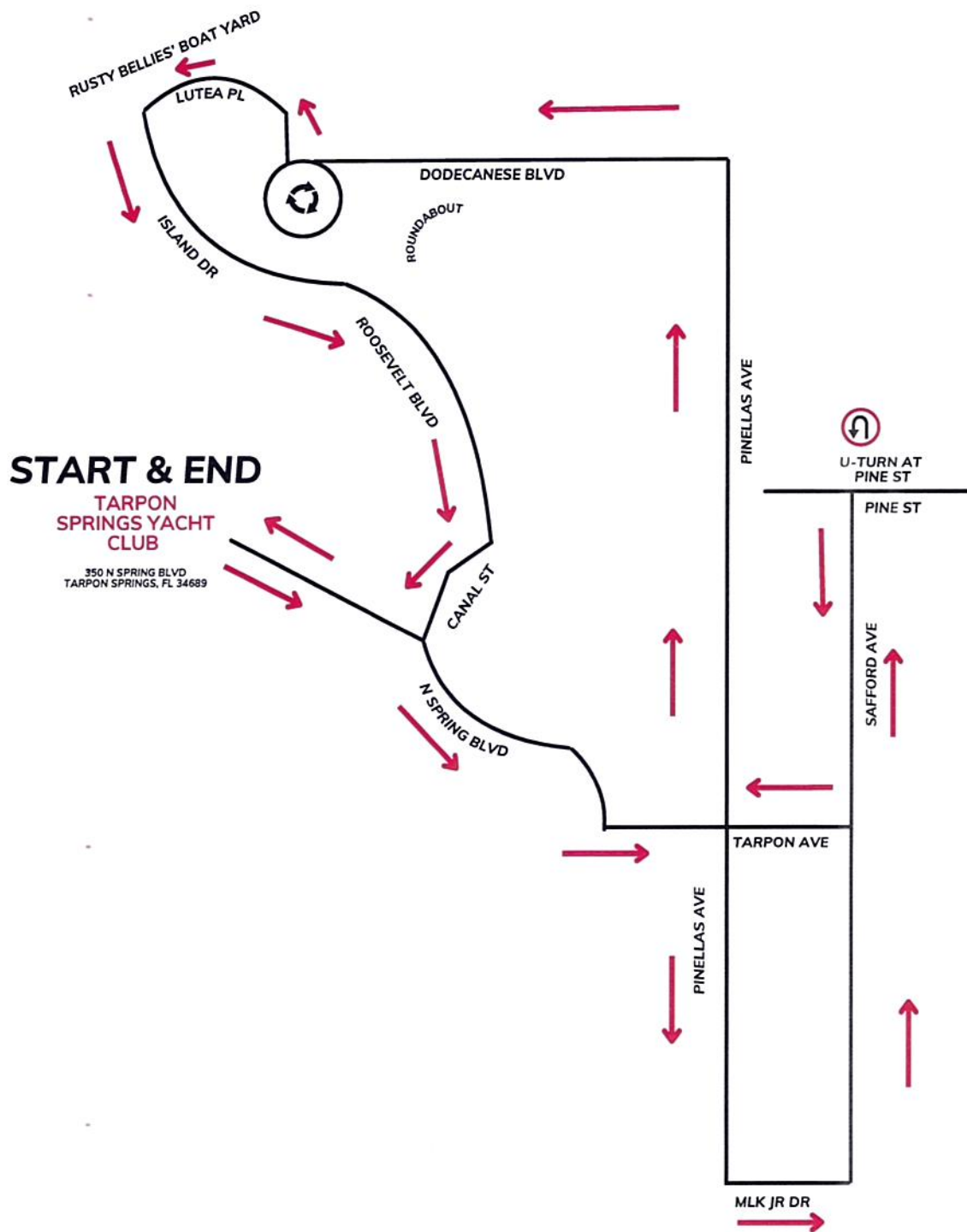
Is the Certificate of Insurance Attached: Yes ☐ No ☐ If not, when will it be sent: all participants fully licensed + insured.

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.

Katie MacNeill
Signature of Applicant Cartin Tarpon, Inc

8/1/25
Date



OFFICE OF THE CITY CLERK

INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION September 30, 2025

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

OWNER'S NAME	TYPE OF LIEN	ACCOUNT NUMBER
Henry D. Murray Jo Ann H. Murray	Utility Lien	54195-271304744
E. Horace St. John	Utility Lien	10839-271405716

INVOICE

Johnson Jackson PLLC
100 N Tampa St, Suite 1800
Tampa, FL 33602

Invoice #: 15462
Date: 09-11-2025
Due On: 10-11-2025

City of Tarpon Springs
324 E Pine Street Tarpon Springs
Tarpon Springs, FL 34689

Matter Number:0010.0001 City of Tarpon Springs/General

Services

Date	TK	Description	Hours	Rate	Total
08-04-25	EGJ	Phone conference with Charles Rudd; analyze email regarding potential employee misconduct	0.30	225.00	\$67.50
08-14-25	EGJ	Phone conference with Tabatha Adkins regarding accommodation request	0.20	225.00	\$45.00
08-26-25	EGJ	Phone conference with Tabatha Adkins regarding EEO training	0.20	225.00	\$45.00
Services Subtotal:					\$157.50

Subtotal: \$157.50
Total Invoice Due: \$157.50
Payment \$0.00

Please make all amounts payable to: Johnson Jackson PLLC
TAX ID: 82-0921194





Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
Andrew Salzman, City Attorney
Michele Manousos, Deputy City Clerk & Collector
Irene Jacobs, City Clerk & Collector
From: Jeff Young, Police Chief
Subject: Cops & Kids MOU (**Jeff Young Police Chief**)

Recommendation

Request the Mayor and Board of City Commissioners authorize the City Manager to Sign this MOU with The Local Community Housing Corporation, effective dates of this memorandum will be October 1, 2025 through September 30, 2030. City Attorney has reviewed this MOU and advised it is Legally Suffecient.

Background

The City of Tarpon Springs has had an active MOU with the Tarpon Springs Housing Authority for several years, partnering with them on the operation of the Cops & Kids Youth Center and the programs provided at this location. The current agreement is set to expire on September 30, 2025. The Local Community Housing Corporation, a Florida Not for Profit Corporation (LCHC) was established as an instrumentality of the Tarpon Springs Housing Authority and as a 501 (c)(3) will better serve the needs of the Cops & Kids Youth Center as a charitable organization. This MOU is required by the Pinellas County Juvenile Welfare Board, who provides the majority of our funding for the Cops & Kids Program.

Funding

Police Budget/JWB/LCHC

Strategic Plan Objective

Goal B.3



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Memorandum of Understanding

Between

The Local Community Housing Corporation and City of
Tarpon Springs for the

Cops 'n Kids Youth Center

I. PURPOSE

The Local Community Housing Corporation, a Florida Not for Profit Corporation and instrumentality of the Tarpon Springs Housing Authority, hereinafter referred to as "LCHC and " City of Tarpon Springs, a Florida municipal corporation, hereinafter referred to as "City hereby enter into this Memorandum of Understanding, for the period commencing October 1, 2025 through September 30, 2030. The purpose of this partnership is to provide youth and families in the community- out of school time services through the Cops 'n Kids Youth Center, herein referred to as "Cops 'n Kids". The LCHC administrative office is located at 500 South Walton Avenue Tarpon Springs, FL 34689. The City administrative office is located at 324 East Pine Street, Tarpon Springs, FL 34689. The Cops 'n Kids Youth Center is located at 555 and 560 E. Harrison Street, Tarpon Springs, FL 34689.

II. SERVICES

LCHC's mission is to manage and provide affordable housing and facilitate services that promote stability for children, individuals, and families and upward mobility for increased quality of life. LCHC cultivates strategic partnerships, strengthens resources, and develops innovative services for housing residents and the community. LCHC is an instrumentality of the Tarpon Springs Housing Authority (TSHA). The culture of the LCHC is to look for gaps in services and proactively partner with agencies to empower community health and stability. LCHC's vision is to empower greater quality of life and personal success through affordable housing modernization / development and resident services that meet the needs of today's community.

In partnership, LCHC and the City are committed to providing high quality out of school time program and services through the Cops 'n Kids to meet the needs of youth and their families in the community. The nature of this relationship is a partnership bringing together resources and creating opportunities to strengthen youth development. The scopes of services provided by Cops 'n Kids are designed to significantly enhance academic achievement, social-emotional development and family engagement. In a mutually agreeable manner, LCHC and the City will provide financial and personnel resources to support and empower Cops 'n Kids services and administrative supports as delineated within this agreement. The following describes ongoing implementation of key responsibilities inherent to the partnership for the Cops 'n Kids Youth Center as agreed upon by each party.

- III. ROLES AND RESPONSIBILITIES: The following is an overview of each parties' roles and responsibilities to ensure quality services are consistently provided from the Cops 'n Kids Youth Center:

The Local Community Housing Corporation

- LCHC- Facility 560 E. Harrison Street: This property is owned by TSHA. LCHC is required to maintain good working and safe conditions (both interior and exterior) at the educational building located at 560 E. Harrison Street to ensure safe working conditions for personnel, youth and families. LCHC must ensure the facility functions in clean and safe manner including, but not limited to: classrooms, restroom facilities, staff offices, kitchen and storage space of the facility. LCHC agrees to comply with all fire codes and other governmental rules, regulations and laws. Signage of Cops 'n Kids name will be maintained.
- TSHA- Grounds: LCHC is responsible for maintaining the grounds of 560 E. Harrison Street. This includes but is not limited to: lawn and landscaping maintenance, irrigation, fencing, lighting, tree maintenance, outdoor garden and leisure space and parking lot.
- Contract Administrator: Direct oversight of the grant awarded contracts initiated by LCHC such as between the Juvenile Welfare Board, Department of Juvenile Justice and other funding stakeholders, will be managed and facilitated by LCHC management. LCHC will communicate solicitations to the City Manager that are in the best interest of Cops 'n Kids to the City in advance of application / proposal submission.
- Budget Administrator: LCHC direct budget preparation, expense oversight and utilization and reimbursement requests for Cops 'n Kids out of school time and other services as contracted between the stakeholders such as the Juvenile Welfare Board and Department of Juvenile Justice and LCHC will be facilitated by LCHC. The agency will review budget and expense activity as needed or requested to ensure efficiencies. LCHC is reimbursed for Cops 'n Kids actual expenses from funder stakeholders approximately monthly after incurred. LCHC is required by each funder stakeholder to submit new fiscal year budgets in advance for review and regular budget amendments through the online fiscal management system as assigned by the stakeholder. Regular budget line items include, but are not limited to, personnel and operational needs: personnel wages and benefits package for eight personnel, property and service insurances, youth educational materials, enrichment / overlay experiences, field trips, family engagement events, organic gardening program, guest speakers, facility utilities and program upgrades and staff professional development. As needed, LCHC will ask the City to provide budget detail specifically for Cops 'n Kids as part of the regular annual budget submittal process. If significant LCHC budget changes (increases or decreases in funding) are anticipated, LCHC will communicate these changes to the City in advance. LCHC is responsible for participating in all fiscal audits and reviews as requested by stakeholders.
- Quality Assurances: As the contract manager for Cops 'n Kids contracted program and funding agreements, LCHC is responsible for adhering to all prescribed expectations and program specific measurable objectives. LCHC will work with the personnel on and off-site to ensure administration and operational standards are met, if not exceeded, in compliance with funder stakeholder expectations. LCHC will work with the City's personnel inclusively / in collaboration with a team for the mutual mission of providing quality services for youth and families.
- COOP: LCHC management and personnel will maintain a current Continuation of Operations Plan (COOP). Cops 'n Kids operational structure and protocol will support quality: management and personnel communications, program service delivery and need to implement an alternative operations plan to ensure the safety of all personnel and program participants. LCHC will work with the City personnel, on and off site, directly on all COOP measures as needed.
- LCHC Personnel: The direct service staff and Senior Program Director are employees of LCHC. The Executive Director is responsible for direct supervision and professional empowerment of Cops 'n Kids personnel. Personnel support and supervision includes but is not limited to: regular one on one and team staff meetings, employee performance reviews, promotional opportunities, succession planning and continuing education.

- **Licensed Child Care Center- Afterschool:** LCHC is responsible for compliance of all Pinellas County Licensing Board (PCLB) and Department of Children and Families licensed child care center regulations and standards. LCHC will manage and facilitate all administrative and operational licensure requirements and oversee on-site audits and inspections supporting PCLB and the Health Department. Compliance areas include: personnel records, classroom capacity, facility structure and amenities, program services, credentialed and direct supervision on-site, staff training, professional development hours and facility upgrades. LCHC is responsible for maintaining and supervising credentialed personnel. LCHC agrees to comply with all fire codes and other governmental rules, regulations and laws. Fire extinguishers must be stored in each program building in a safe easily accessible location.
- **Surveillance:** LCHC will ensure good working order of the Cops 'n Kids surveillance system for TSHA owned building interior and exterior. The comprehensive surveillance system includes, but is not limited to: computer monitoring stations, on-site camera systems, ongoing live support and back-up recording retrieval and copy generation.
- **Website- Cops 'n Kids Youth Center:** LCHC developed and maintains the Cops 'n Kids website through the outsourced information technology firm. The website can be viewed at www.copsnkids.org. Management and staff work to enhance the site as needed. Prior to the current or future website launch, LCHC is responsible for sharing the test site with the City for review and approval.
- **Computer Lab and Stations:** LCHC is responsible for providing and maintaining good working order of computer stations for Cops 'n Kids students housed in the 560 E. Harrison Street facility. This includes, but is not limited to, purchasing quality computers and related equipment, maintaining appropriate software and malware systems, servicing the computers to ensure efficiencies and maintaining tight internet safety guards. LCHC currently maintains six (6) computer stations in the 560 E. Harrison Street classroom.

- **Transportation:**

Explicit Use- The City provides a City-owned 15 passenger van to support Cops 'n Kids programming and transportation services. The program service model includes youth transportation services for before school and afterschool daily and scheduled field trips. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage. LCHC designated personnel are permitted to facilitate transportation services for programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage.

Vehicle maintenance- The City is responsible for van servicing and maintenance as prescribed by the manufacturer. The City is responsible for keeping service records of the vehicle.

Auto Insurance- LCHC is responsible for procuring, securing and maintaining auto insurance for Cops 'n Kids personnel designated to facilitate transportation services for hired and non-owned vehicle throughout the period of the JWB, DJJ or other stakeholder contract terms. Youth transportation services are provided directly through the City-owned vehicle and personnel designated to support this service. LCHC is responsible for maintaining contract prescribed auto insurance coverage levels for Cops 'n Kids personnel designated to also facilitate transportation services with the "non-owned" vehicles provided

by the City due to the nature of offering daily consistent transportation services for students. LCHC will maintain coverage as described in the JWB Community Out of School Time, Department of Juvenile Justice and other stakeholder contracts. LCHC will provide a Commercial General Liability policy with a minimum of \$1,000,000 of general liability coverage as well as a \$4,000,000 Umbrella policy for a total of \$5,000,000 minimum limit as required by JWB for hired and non-owned vehicles. Furthermore, coverage must be provided by responsible companies eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best.

e Agency Insurance Requirements:

LCHC is required to procure, pay for and maintain the following insurance coverages in compliance with funder stakeholder contracted expectations: workers' compensation, commercial general liability, automobile liability, professional liability, cyber liability, abuse and molestation liability, Directors and Officers employment practice liability and crime liability. LCHC will ensure that the minimum aggregate limits set forth in each funder stakeholder contract is bound by the required insurance policies. A copy of the current term Certificate of Insurance will be Provided to the City within ten (10) days of the execution of this MOU.

City of Tarpon Springs

- City Facility- 555 E. Harrison Street: This property is owned by the City. The City is required to maintain good working and safe conditions (both interior and exterior) at the educational building located at 555 E. Harrison Street to ensure safe working conditions for personnel, youth and families. The City, must ensure the facility functions in clean and safe working order including: classrooms, restroom facilities, staff offices, kitchen and storage space of the facility. The City agrees to comply with all fire codes and other governmental rules, regulations and laws. Signage of Cops 'n Kids name will be maintained as needed.
- City Grounds: The City is responsible for maintaining the grounds of 555 E. Harrison Street. This includes but is not limited to: lawn and landscaping maintenance, irrigation, fencing, lighting, tree maintenance, outdoor play area, leisure pavilion and parking lot.
- City Personnel: An on-site Police Officer will be provided by the City to support Cops 'n Kids service delivery. The LCHC Senior Program Director and designated Police Officer will collaborate to ensure personnel, youth and their families are being provided quality services. The TSPD Chief of Police is responsible for direct supervision of City personnel working for or with Cops 'n Kids. The City will provide Police Officers from the department to visit Cops 'n Kids on a regular basis to: strengthen youth and families' relations, mentor, support academic achievement and serve as a role model to all students and staff.
- COOP: The City will maintain a Continuation of Operations Plan (COOP). Cops 'n Kids operational structure and protocol will support: quality management and personnel communications, program service delivery and need to implement an alternative operations plan to ensure the safety of all personnel and program participants. The City will work with the LCHC personnel directly on all COOP measures as needed.
- City Resources: Direct budget preparation, expense oversight and utilization of the City of Tarpon Springs resources will be facilitated by the Tarpon Springs Police Department. The City will review its budget and expense activity as needed or requested to ensure efficiencies.

In preparation for the following contract fiscal year, the City will provide LCHC budget detail specifically for Cops 'n Kids as part of the regular annual budget submittal process. If significant Police Department: Cops 'n Kids budget changes (increases or decreases in funding) are anticipated, the City will communicate these changes to the LCHC in advance of the adoption of the final budget.

- **Licensed Child Care Center- Afterschool:** The City is responsible ensuring the onsite Police Officer supports LCHC personnel in compliance measures as prescribed by the Pinellas County Licensing Board (PCLB) and Department of Children and Families licensed child care center regulations and standards. Partners agree to comply with all fire codes and other governmental rules, regulations and laws. Fire extinguishers must be stored in each program building in a safe easily accessible location.
- **Police Department- Surveillance:** The City will ensure good working order of the Cops 'n Kids surveillance system for City-owned building interior and exterior, 555 E. Harrison Street. The comprehensive surveillance system includes, but is not limited to: computer monitoring stations, on-site camera systems, on-going live support and back-up recording retrieval and copy generation.
- **Computer Lab and Stations:** The City is responsible for providing and maintaining good working order of computer stations for Cops 'n Kids students for units housed at the 555 E. Harrison Street facility. This includes, but is not limited to, purchasing quality computers and related equipment, maintaining appropriate software and hardware systems, servicing the computers to ensure efficiently and maintaining tight internet safety guards. The City currently maintains twelve (12) computer stations in the 555 E. Harrison Street classroom.

- **Transportation:**

Explicit Use- The City provides a City-owned 15-passenger van to support Cops 'n Kids programming transportation services. The program service model includes youth transportation services for before school and afterschool daily and scheduled field trips. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage. LCHC designated personnel are permitted to facilitate transportation services for programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage.

Vehicle maintenance- The City is responsible for ensuring the van is serviced and maintained as prescribed by the manufacturer. The City is responsible for keeping service records of the vehicle.

Auto Insurance- The City is responsible for maintaining appropriate auto insurance coverage as required by their insurance carrier. The City's auto insurance policy is required to bind \$5,000,000. minimum limit of basic auto insurance coverage with responsible companies eligible to do business in the State of Florida, which maintain a rating of A-(IX) or higher with A.M. Best. This minimum limit is prescribed in the JWB Community Out of School Time contract. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming. Youth transportation services are provided directly through the City-owned vehicle and personnel designated to support this service. LCHC is also responsible for maintaining contract prescribed auto insurance coverage levels for Cops 'n Kids personnel designated to also facilitate transportation services with the "non-owned"

vehicles provided by the City due to the nature of offering daily consistent transportation services for students.

111. PARTNERSHIP HISTORY

In 1996, LCHC and the Police Department created a collaborative partnership to strengthen youth, families, and Officer relations in the community. The low-income communities struggled with tensions. It all started with an informal youth/Officer program run out of a small public housing apartment donated for the City Police Officers to have a space to mentor youth through leisurely activities like popsicles / pizza and video games. Due to the passion and leadership of the housing authority Executive Directors, City Manager and Police Chief over the years, Cops 'n Kids has significantly grown in quality and service capacity. Long-term positive youth impact started happening when building resources became available over-time resulting in sharing a neighborhood corner block with a housing authority community center and renovated City building that was formerly a church. The area is now known as the Cops 'n Kids Youth Center campus.

IV. SERVICE MODEL AND DELIVERY

Community Need- Providing youth frequent exposure to high quality programming that reinforces the power of education and personal values is critical to changing the cycle of poverty. This is of utmost priority to our agency and the services provided by the Cops 'n Kids Youth Center. A review of community indicators revealed that there are areas in the northern portion of Pinellas County showing higher risk in the form of families with a disproportionate number of youth residing in poverty, enter school not ready to learn, attend lower performing schools, do not graduate, and are more likely to become parents at a young age. East Tarpon Springs zip code area 34689 has been identified as Zone 1 of the 5 most at-risk communities across Pinellas County due to higher concentrations of families living in poverty. (Sources: JWB High Risk Zones Map 2015 and Pinellas County Health and Community Services Report 2013). The community-based out of school time program (COST) serves youth ages 5-17 years old. All of the youth enrolled in the program live 250% of the Federal Poverty level and below in North Pinellas County. The majority of the youth enrolled live in the Tarpon Springs Housing Authority residences or live in low-income valued homes in the surrounding neighborhoods.

Underlying theory/philosophy of change- The Cops 'n Kids Youth Center participants have demonstrated that being engaged in quality youth development programming results in increases in academic achievement, prosocial/emotional development and healthier lifestyles. This positive path through adolescence empowers overall resiliency. The Cops 'n Kids LOGIC MODEL describes direct input quality components and anticipated positive impact. The philosophy of change benefits for participants include: Fewer Emotional and Behavioral challenges: youth can benefit both emotionally and behaviorally if they feel a positive connection to other people. The relationships that are nurtured between staff and youth in the program help by focusing on good character traits. Youth learn lessons like open-mindedness and how to be respectful of others because that's what is expected of them. Academic Success: the program offers the opportunity for youth to not only work on their homework but also to get help if they need it. Youth may feel more comfortable working on school assignments in a slightly less formal environment where they feel more comfortable to ask questions at any time. Healthy Lifestyle: Afterschool programs can play an important role in encouraging physical activity and good dietary habits. Participation in afterschool programs has been associated with positive health outcomes, including reduced obesity. Cops 'n Kids provides daily programming that offers a variety of services and opportunities for youth to participate in, which are intended to strengthen

academic success and promote positivity for self, others and community. The expected changes in participant's knowledge, attitudes, behavior, and development is briefly listed below. The potential to build and grow internal resiliency traits is directly related to Cops 'n Kids Youth Center program(s) inputs and celebrating growth over the short and long term.

- Increased school attendance
- Increased Cops 'n Kids Youth Center attendance
- Increased homework completion
- Increased school engagement
- Improved reading and math levels
- Improved grades
- Increased engagement in extracurricular' skill building
- Improved health and wellness
- Improved peer and family relations

Quality Youth Programming- Youth ages 5-17 years old gravitate to Cops 'n Kids consecutive years to experience the energy and love facilitated by long-term tenure and a diverse staff family. The primal'Y student impact objectives are to create 1) educational equity, 2) provide professionals, dynamic mentors, and personal tutors, 3) be a year-round out-of-school time provider, 4) promote school readiness and empower grade-level performance, 5) support families through parent-driven engagement events and social service supports 6) take new steps to realize our dream of providing parents formal education and professional growth opportunities. Cops 'n Kids daily programming schedule activities includes: quality mentorship, academic empowerment, social-emotional evidenced-based programming, organic gardening, STEAM, personal leadership, and community service! The critically important ingredient to impactful youth programming is staff quality and passion for youth.

Hours of operations are: school year Monday through Friday 1:00pm - 6:30 p.m. and Saturday and Sunday for special engagements multiple days a month. Summer camp and school out days 7:30 a.m. - 4:00 p.m. The weekly program schedule throughout the school year and summer season varies based on the number of hours youth are on campus: afterschool, school closed full day, Spring and Winter break and Summer Camp. Programming includes: snack times, homework help, academic tutoring and school/parent liaison supports, in-house enrichments, subject matter trainer led enrichment / overlays, advanced organic gardening, workforce and other educational field trips, career explorations, outdoor sports and wellness, youth driven leadership planning such as community service projects and parent engagement events. The Cops 'n Kids staff to student ratio is 1:10. At all times during programming, staff flow with their designated youth group through the daily schedule.

v. AGREEMENT

This agreement constitutes the complete agreement and relationship between the LCHC and the City. No attachments to this Agreement may be made without the prior written approval of each partner, the LCHC and the City.

This Agreement does not create an agency relationship between the parties hereto, and both LCHC and the City shall have no ability to bind or obligate the other party. Additionally, nothing herein shall be construed to in any way to create an employee employer relationship between the LCHC and the City. As a result, personnel are not covered under the other parties workers' compensation policy, nor are they entitled to any employment-related benefits that may be offered to personnel of the other party. The LCHC and the City agree that benefits are limited to those expressly stated in each individual agency Personnel Policies and Procedures.

Neither party shall discriminate against an employee, volunteer, or participant on the basis of race, color, gender, religion, national origin, citizenship, disability, marital status, or age except those programs may target services for specific participant groups as defined in the agreement. Additionally, the parties shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, and ethnic backgrounds.

Intentions in this Agreement are for the convenience of communicating subject information and shall not be used to interpret or construe its provisions. In any action, in equity or law, with respect to the enforcement or interpretation of this agreement, venue shall be in Pinellas County, FL. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, if approved by the original administrator LCHC, all of which shall constitute one and the same agreement.

Should a dispute among the parties to this Agreement occur during the term of this Agreement and/or any extension thereof, pursuant to any aspect of this Agreement and/or the services anticipated by the Agreement, the parties agree that they shall submit the matter to their legal representative to appropriately seek resolution through mediation prior to initiating litigation. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in provision and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be affected.

This Agreement with original signatures shall be made valid when mailed certified/return receipt or hand delivered to the LCHC at 500 South Walton Ave, Tarpon Springs, FL 34689 and the City of Tarpon Springs, City Manager's Office, 324 East Pine Street, Tarpon Springs, FL 34689.

VI. TERMINATION

This Agreement may be terminated by either party for any reason upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery by the agency requesting termination of agreement.

This Agreement may be terminated by either party for any breach by the other party of the terms of this Agreement upon twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery by the agency requesting termination of Agreement. The sending party, at its discretion, may waive any breach of the Agreement in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type. In the event the funds from the primary grant source, JWB, become unavailable and no other funding source is available to supplement the loss, LCHC may terminate this Agreement upon no less than thirty (30) days written notice to the City. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

VII. TERM AND RENEWAL

The term of this Agreement shall be for three (5) years from October 1, 2025 until September 30, 2030, or until such time as all parties hereto may mutually agree in writing.

VIII. INDEMNIFICATION

Both parties hereto are entitled to sovereign immunity, except to the extent specifically waived by Florida Statute 768.28. To the extent permitted by law, the City agrees to indemnify and hold harmless LCHC from any and all claims and lawsuits arising out of the intentional acts or negligence of the City's employees, agents and/or subcontractors. To the extent permitted by law, LCHC agrees to indemnify and hold harmless the City from any and all claims and lawsuits arising out of the intentional acts or negligence of the LCHC's employees, agents and/or subcontractors. However, nothing contained herein shall be construed to waive or modify the limitations upon municipal liability set forth in Florida Statute 768.28. for either party.

The signatures below show witness, acceptance and execution of the provisions of this Agreement.

Pamela Chekmazov, Executive Director
Tarpon Springs Housing Authority
Local Community Housing Corporation

Date

Charles Rudd, City Manager

Date



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

Thru: Mark G. LeCouris, City Manager

Date: May 16, 2022

Reference: Cops & Kids Program: Approve Memorandum of Understanding (M.O.U.) between the City of Tarpon Springs and The Local Community Housing Corporation (LCHC) for the Cops & Kids Youth Center

Background: The City of Tarpon Springs has had an active MOU with the Tarpon Springs Housing Authority for several years, partnering with them on the operation of the Cops & Kids Youth Center and the programs provided at this location.

The Local Community Housing Corporation, a Florida Not for Profit Corporation (LCHC) was established as an instrumentality of the Tarpon Springs Housing Authority and as a 501 (c)(3) will better serve the needs of the Cops & Kids Youth Center as a charitable organization.

This MOU is required by the Pinellas County Juvenile Welfare Board, who provides the majority of our funding for the Cops & Kids Program.

Recommendation: Request the Mayor and Board of City Commissioners authorize the City Manager to Sign this MOU with The Local Community Housing Corporation, effective dates of this memorandum will be March 1, 2022, through September 30, 2025.

Approved to form by: City Attorney



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"A Full Service Accredited Law Enforcement Agency"



Memorandum of Understanding
Between
The Local Community Housing Corporation and City of Tarpon
Springs

for the

Cops ‘n Kids Youth Center

I. PURPOSE

The Local Community Housing Corporation, a Florida Not for Profit Corporation and instrumentality of the Tarpon Springs Housing Authority, hereinafter referred to as "LCHC", and **City of Tarpon Springs**, a Florida municipal corporation, **hereinafter** referred to as "City" hereby enter into this Memorandum of Understanding, for the period commencing **March 1, 2022 through September 30, 2025**. The purpose of this partnership is to provide youth and families in the community- out of school time services through the **Cops ‘n Kids Youth Center**, herein referred to as "Cops ‘n Kids". The LCHC administrative office is located at 500 South Walton Avenue Tarpon Springs, FL 34689. The City administrative office is located at 324 East Pine Street, Tarpon Springs, FL 34689. The Cops ‘n Kids Youth Center is located at 555 and 560 E. Harrison Street, Tarpon Springs, FL 34689.

II. SERVICES

LCHC's mission is to manage and provide affordable housing and facilitate services that promote stability for children, individuals, and families and upward mobility for increased quality of life. LCHC cultivates strategic partnerships, strengthens resources, and develops innovative services for housing residents and the community. LCHC is an instrumentality of the Tarpon Springs Housing Authority (TSHA). The culture of the LCHC is to look for gaps in services and proactively partner with agencies to empower community health and stability. LCHC's vision is to empower greater quality of life and personal success through affordable housing modernization / development and resident services that meet the needs of today's community.

In partnership, LCHC and the City are committed to providing high quality out of school time program and services through the Cops ‘n Kids to meet the needs of youth and their families in the community. The nature of this relationship is a partnership bringing together resources and creating opportunities to strengthen youth development. The scopes of services provided by Cops ‘n Kids are designed to significantly enhance academic achievement, social-emotional development and family engagement. In a mutually agreeable manner, LCHC and the City will provide financial and personnel resources to support and empower Cops ‘n Kids services and administrative supports as delineated within this agreement. The following describes ongoing implementation of key responsibilities inherent to the partnership for the Cops ‘n Kids Youth Center as agreed upon by each party.

III. ROLES AND RESPONSIBILITIES: The following is an overview of each parties' roles and responsibilities to ensure quality services are consistently provided from the Cops ‘n Kids Youth Center:

The Local Community Housing Corporation

- **LCHC- Facility 560 E. Harrison Street:** This property is owned by TSHA. LCHC is required to maintain good working and safe conditions (both interior and exterior) at the educational building located at 560 E. Harrison Street to ensure safe working conditions for personnel, youth and families. LCHC must ensure the facility functions in clean and safe

manner including, but not limited to: classrooms, restroom facilities, staff offices, kitchen and storage space of the facility. LCHC agrees to comply with all fire codes and other governmental rules, regulations and laws. Signage of Cops 'n Kids name will be maintained.

- **TSHA- Grounds:** LCHC is responsible for maintaining the grounds of 560 E. Harrison Street. This includes but is not limited to: lawn and landscaping maintenance, irrigation, fencing, lighting, tree maintenance, outdoor garden and leisure space and parking lot.
- **Contract Administrator:** Direct oversight of the grant awarded contracts initiated by LCHC such as between the Juvenile Welfare Board, Department of Juvenile Justice and other funding stakeholders, will be managed and facilitated by LCHC management. LCHC will communicate solicitations to the City Manager that are in the best interest of Cops 'n Kids to the City in advance of application / proposal submission.
- **Budget Administrator:** LCHC direct budget preparation, expense oversight and utilization and reimbursement requests for Cops 'n Kids out of school time and other services as contracted between the stakeholders such as the Juvenile Welfare Board and Department of Juvenile Justice and LCHC will be facilitated by LCHC. The agency will review budget and expense activity as needed or requested to ensure efficiencies. LCHC is reimbursed for Cops 'n Kids actual expenses from funder stakeholders approximately monthly after incurred. LCHC is required by each funder stakeholder to submit new fiscal year budgets in advance for review and regular budget amendments through the online fiscal management system as assigned by the stakeholder. Regular budget line items include, but are not limited to, personnel and operational needs: personnel wages and benefits package for eight personnel, property and service insurances, youth educational materials, enrichment / overlay experiences, field trips, family engagement events, organic gardening program, guest speakers, facility utilities and program upgrades and staff professional development. As needed, LCHC will ask the City to provide budget detail specifically for Cops 'n Kids as part of the regular annual budget submittal process. If significant LCHC budget changes (increases or decreases in funding) are anticipated, LCHC will communicate these changes to the City in advance. LCHC is responsible for participating in all fiscal audits and reviews as requested by stakeholders.
- **Quality Assurances:** As the contract manager for Cops 'n Kids contracted program and funding agreements, LCHC is responsible for adhering to all prescribed expectations and program specific measurable objectives. LCHC will work with the personnel on and off-site to ensure administration and operational standards are met, if not exceeded, in compliance with funder stakeholder expectations. LCHC will work with the City's personnel inclusively / in collaboration with a team for the mutual mission of providing quality services for youth and families.
- **COOP:** LCHC management and personnel will maintain a current Continuation of Operations Plan (COOP). Cops 'n Kids operational structure and protocol will support quality: management and personnel communications, program service delivery and need to implement an alternative operations plan to ensure the safety of all personnel and program participants. LCHC will work with the City personnel, on and off site, directly on all COOP measures as needed.
- **LCHC Personnel:** The direct service staff and Senior Program Director are employees of LCHC. The Executive Director is responsible for direct supervision and professional empowerment of Cops 'n Kids personnel. Personnel support and supervision includes but is not limited to: regular one on one and team staff meetings, employee performance reviews, promotional opportunities, succession planning and continuing education.

- **Licensed Child Care Center- Afterschool:** LCHC is responsible for compliance of all Pinellas County Licensing Board (PCLB) and Department of Children and Families licensed child care center regulations and standards. LCHC will manage and facilitate all administrative and operational licensure requirements and oversee on-site audits and inspections supporting PCLB and the Health Department. Compliance areas include: personnel records, classroom capacity, facility structure and amenities, program services, credentialed and direct supervision on-site, staff training, professional development hours and facility upgrades. LCHC is responsible for maintaining and supervising credentialed personnel. LCHC agrees to comply with all fire codes and other governmental rules, regulations and laws. Fire extinguishers must be stored in each program building in a safe easily accessible location.
- **Surveillance:** LCHC will ensure good working order of the Cops 'n Kids surveillance system for TSHA owned building interior and exterior. The comprehensive surveillance system includes, but it not limited to: computer monitoring stations, on-site camera systems, on-going live support and back-up recording retrieval and copy generation.
- **Website- Cops 'n Kids Youth Center:** LCHC developed and maintains the Cops 'n Kids website through the outsourced information technology firm. The website can be viewed at www.copsnkids.org. Management and staff work to enhance the site as needed. Prior to the current or future website launch, LCHC is responsible for sharing the test site with the City for review and approval.
- **Computer Lab and Stations:** LCHC is responsible for providing and maintaining good working order of computer stations for Cops 'n Kids students housed in the 560 E. Harrison Street facility. This includes, but is not limited to, purchasing quality computers and related equipment, maintaining appropriate software and malware systems, servicing the computers to ensure efficiencies and maintaining tight internet safetyguards. LCHC currently maintains six (6) computer stations in the 560 E. Harrison Street classroom.
- **Transportation:**

Explicit Use- The City provides a City-owned 15 passenger van to support Cops 'n Kids programming and transportation services. The program service model includes youth transportation services for before school and afterschool daily and scheduled field trips. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage. LCHC designated personnel are permitted to facilitate transportation services for programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage.

Vehicle maintenance- The City is responsible for van servicing and maintenance as prescribed but the manufacturer. The City is responsible for keeping service records of the vehicle.

Auto Insurance- LCHC is responsible for procuring, securing and maintaining auto insurance for Cops 'n Kids personnel designated to facilitate transportation services for hired and non-owned vehicle throughout the period of the JWB, DJJ or other stakeholder contract terms. Youth transportation services are provided directly through the City-owned vehicle and personnel designated to support this service. LCHC is responsible for maintaining contract prescribed auto insurance coverage levels for Cops 'n Kids personnel designated to also facilitate transportation services with the "non-owned" vehicles provided by the City due to the nature of offering daily consistent transportation services for students. LCHC will maintain coverage as described in the JWB Community Out of School Time, Department of Juvenile Justice and other stakeholder contracts. LCHC will provide a

Commercial General Liability policy with a minimum of \$1,000,000 of general liability coverage as well as a \$4,000,000 Umbrella policy for a total of \$5,000,000 minimum limit as required by JWB for hired and non-owned vehicles. Furthermore, coverage must be provided by responsible companies eligible to do business in the State of Florida, which maintain a rating of A-(1X) or higher with A.M. Best.

- **Agency Insurance Requirements:**

LCHC is required to procure, pay for and maintain the following insurance coverages in compliance with funder stakeholder contracted expectations: workers' compensation, commercial general liability, automobile liability, professional liability, cyber liability, abuse and molestation liability, Directors and Officers employment practice liability and crime liability. LCHC will ensure that the minimum aggregate limits set forth in each funder stakeholder contract is bound by the required insurance policies. A copy of the current term Certificate of Insurance will be Provided to the City within ten (10) days of the execution of this MOU.

City of Tarpon Springs

- **City Facility- 555 E. Harrison Street:** This property is owned by the City. The City is required to maintain good working and safe conditions (both interior and exterior) at the educational building located at 555 E. Harrison Street to ensure safe working conditions for personnel, youth and families. The City, must ensure the facility functions in clean and safe working order including: classrooms, restroom facilities, staff offices, kitchen and storage space of the facility. The City agrees to comply with all fire codes and other governmental rules, regulations and laws. Signage of Cops 'n Kids name will be maintained as needed.
- **City Grounds:** The City is responsible for maintaining the grounds of 555 E. Harrison Street. This includes but is not limited to: lawn and landscaping maintenance, irrigation, fencing, lighting, tree maintenance, outdoor play area, leisure pavilion and parking lot.
- **City Personnel:** An on-site Police Officer will be provided by the City to support Cops 'n Kids service delivery. The LCHC Senior Program Director and designated Police Officer will collaborate to ensure personnel, youth and their families are being provided quality services. The TSPD Chief of Police is responsible for direct supervision of City personnel working for or with Cops 'n Kids. The City will provide Police Officers from the department to visit Cops 'n Kids on a regular basis to: strengthen youth and families' relations, mentor, support academic achievement and serve as a role model to all students and staff.
- **COOP:** The City will maintain a Continuation of Operations Plan (COOP). Cops 'n Kids operational structure and protocol will support: quality management and personnel communications, program service delivery and need to implement an alternative operations plan to ensure the safety of all personnel and program participants. The City will work with the LCHC personnel directly on all COOP measures as needed.
- **City Resources:** Direct budget preparation, expense oversight and utilization of the City of Tarpon Springs resources will be facilitated by the Tarpon Springs Police Department. The City will review it's budget and expense activity as needed or requested to ensure efficiencies. In preparation for the following contract fiscal year, the City will provide LCHC budget detail specifically for Cops 'n Kids as part of the regular annual budget submittal process. If significant Police Department: Cops 'n Kids budget changes (increases or decreases in funding) are anticipated, the City will communicate these changes to the LCHC in advance of the adoption of the final budget.

- **Licensed Child Care Center- Afterschool:** The City is responsible for ensuring the on-site Police Officer supports LCHC personnel in compliance measures as prescribed by the Pinellas County Licensing Board (PCLB) and Department of Children and Families licensed child care center regulations and standards. Partners agree to comply with all fire codes and other governmental rules, regulations and laws. Fire extinguishers must be stored in each program building in a safe easily accessible location.
- **Police Department- Surveillance:** The City will ensure good working order of the Cops 'n Kids surveillance system for City-owned building interior and exterior, 555 E. Harrison Street. The comprehensive surveillance system includes, but it not limited to: computer monitoring stations, on-site camera systems, on-going live support and back-up recording retrieval and copy generation.
- **Computer Lab and Stations:** The City is responsible for providing and maintaining good working order of computer stations for Cops 'n Kids students for units housed at the 555 E. Harrison Street facility. This includes, but is not limited to, purchasing quality computers and related equipment, maintaining appropriate software and malware systems, servicing the computers to ensure efficiently and maintaining tight internet safety guards. The City currently maintains twelve (12) computer stations in the 555 E. Harrison Street classroom.
- **Transportation:**
 - Explicit Use-** The City provides a City-owned 15-passenger van to support Cops 'n Kids programming transportation services. The program service model includes youth transportation services for before school and afterschool daily and scheduled field trips. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage. LCHC designated personnel are permitted to facilitate transportation services for programming with City owned vehicle with the condition that the agency maintains current and appropriate auto insurance coverage.
 - Vehicle maintenance-** The City is responsible for ensuring the van is serviced and maintained as prescribed but the manufacturer. The City is responsible for keeping service records of the vehicle.
 - Auto Insurance-** The City is responsible for maintaining appropriate auto insurance coverage as required by their insurance carrier. The City's auto insurance policy is required to bind \$5,000,000. minimum limit of basic auto insurance coverage with responsible companies eligible to do business in the State of Florida, which maintain a rating of A-(1X) or higher with A.M. Best. This minimum limit is prescribed in the JWB Community Out of School Time contract. The City personnel are designated to facilitate transportation services for Cops 'n Kids programming. Youth transportation services are provided directly through the City-owned vehicle and personnel designated to support this service. LCHC is also responsible for maintaining contract prescribed auto insurance coverage levels for Cops 'n Kids personnel designated to also facilitate transportation services with the "non-owned" vehicles provided by the City due to the nature of offering daily consistent transportation services for students.

III. PARTNERSHIP HISTORY

In 1996, LCHC and the Police Department created a collaborative partnership to strengthen youth, families, and Officer relations in the community. The low-income communities struggled with tensions. It all started with an informal youth/Officer program run out of a small public

housing apartment donated for the City Police Officers to have a space to mentor youth through leisurely activities like popsicles / pizza and video games. Due to the passion and leadership of the housing authority Executive Directors, City Manager and Police Chief over the years, Cops 'n Kids has significantly grown in quality and service capacity. Long-term positive youth impact started happening when building resources became available over-time resulting in sharing a neighborhood corner block with a housing authority community center and renovated City building that was formerly a church. The areas is now known as the Cops 'n Kids Youth Center campus.

IV. SERVICE MODEL AND DELIVERY

Community Need- Providing youth frequent exposure to high quality programming that reinforces the power of education and personal values is critical to changing the cycle of poverty. This is of utmost priority to our agency and the services provided by the Cops 'n Kids Youth Center. A review of community indicators revealed that there are areas in the northern portion of Pinellas County showing higher risk in the form of families with a disproportionate number of youth residing in poverty, enter school not ready to learn, attend lower performing schools, do not graduate, and are more likely to become parents at a young age. East Tarpon Springs zip code area 34689 has been identified as Zone 1 of the 5 most at-risk communities across Pinellas County due to higher concentrations of families living in poverty. (Sources: JWB High Risk Zones Map 2015 and Pinellas County Health and Community Services Report 2013). The community-based out of school time program (COST) serves youth ages 5-17 years old. All of the youth enrolled in the program live 250% of the Federal Poverty level and below in North Pinellas County. The majority of the youth enrolled live in the Tarpon Springs Housing Authority residences or live in low-income valued homes in the surrounding neighborhoods.

Underlying theory/philosophy of change- The Cops 'n Kids Youth Center participants have demonstrated that being engaged in quality youth development programming results in increases in academic achievement, prosocial/emotional development and healthier lifestyles. This positive path through adolescence empowers overall resiliency. The Cops 'n Kids LOGIC MODEL describes direct input quality components and anticipated positive impact. The philosophy of change benefits for participants include: **Fewer Emotional and Behavioral challenges:** youth can benefit both emotionally and behaviorally if they feel a positive connection to other people. The relationships that are nurtured between staff and youth in the program help by focusing on good character traits. Youth learn lessons like open-mindedness and how to be respectful of others because that's what is expected of them. **Academic Success:** the program offers the opportunity for youth to not only work on their homework but also to get help if they need it. Youth may feel more comfortable working on school assignments in a slightly less formal environment where they feel more comfortable to ask questions at any time. **Healthy Lifestyle:** Afterschool programs can play an important role in encouraging physical activity and good dietary habits. Participation in afterschool programs has been associated with positive health outcomes, including reduced obesity. Cops 'n Kids provides daily programming that offers a variety of services and opportunities for youth to participate in, which are intended to strengthen academic success and promote positivity for self, others and community. The expected changes in participant's knowledge, attitudes, behavior, and development is briefly listed below. The potential to build and grow internal resiliency traits is directly related to Cops 'n Kids Youth Center program(s) inputs and celebrating growth over the short and long term.

- **Increased** school attendance
- **Increased** Cops 'n Kids Youth Center attendance
- **Increased** homework completion

- **Increased** school engagement
- **Improved** reading and math levels
- **Improved** grades
- **Increased** engagement in extracurricular skill building
- **Improved** health and wellness
- **Improved** peer and family relations

Quality Youth Programming- Youth ages 5-17 years old gravitate to Cops 'n Kids consecutive years to experience the energy and love facilitated by long-term tenure and a diverse staff family. The primary student impact objectives are to create 1) educational equity, 2) provide professionals, dynamic mentors, and personal tutors, 3) be a year-round out-of-school time provider, 4) promote school readiness and empower grade-level performance, 5) support families through parent-driven engagement events and social service supports 6) take new steps to realize our dream of providing parents formal education and professional growth opportunities. Cops 'n Kids daily programming schedule activities includes: quality mentorship, academic empowerment, social-emotional evidenced-based programming, organic gardening, STEAM, personal leadership, and community service! The critically important ingredient to impactful youth programming is staff quality and passion for youth.

Hours of operations are: school year Monday through Friday 1:00pm - 6:30 p.m. and Saturday and Sunday for special engagements multiple days a month. Summer camp and school out days 7:30 a.m. - 4:00 p.m. The weekly program schedule throughout the school year and summer season varies based on the number of hours youth are on campus: afterschool, school closed full day, Spring and Winter break and Summer Camp. Programming includes: snack times, homework help, academic tutoring and school/parent liaison supports, in-house enrichments, subject matter trainer led enrichment / overlays, advanced organic gardening, workforce and other educational field trips, career explorations, outdoor sports and wellness, youth driven leadership planning such as community service projects and parent engagement events. The Cops 'n Kids staff to student ratio is 1:10. At all times during programming, staff flow with their designated youth group through the daily schedule.

V. AGREEMENT

This agreement constitutes the complete agreement and relationship between the LCHC and the City. No attachments to this Agreement may be made without the prior written approval of each partner, the LCHC and the City.

This Agreement does not create an agency relationship between the parties hereto, and both LCHC and the City shall have no ability to bind or obligate the other party. Additionally, nothing herein shall be construed to in any way to create an employee - employer relationship between the LCHC and the City. As a result, personnel are not covered under the other parties workers' compensation policy, nor are they entitled to any employment-related benefits that may be offered to personnel of the other party. The LCHC and the City agree that benefits are limited to those expressly stated in each individual agency Personnel Policies and Procedures.

Neither party shall discriminate against an employee, volunteer, or participant on the basis of race, color, gender, religion, national origin, citizenship, disability, marital status,

or age except those programs may target services for specific participant groups as defined in the agreement. Additionally, the parties shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, and ethnic backgrounds.

Headings in this Agreement are for the convenience of communicating subject information and shall not be used to interpret or construe its provisions. In any action, in equity or law, with respect to the enforcement of interpretation of this agreement, venue shall be in Pinellas County, FL. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, if approved by the original administrator LCHC, all of which shall constitute one and the same agreement.

Should a dispute among the parties to this Agreement occur during the term of this Agreement and/or any extension thereof, pursuant to any aspect of this Agreement and/or the services anticipated by the Agreement, the parties agree that they shall submit the matter to their legal representative to appropriately seek resolution through mediation prior to initiating litigation. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in provision and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be affected.

This Agreement with original signatures shall be made valid when mailed certified/return receipt or hand delivered to the LCHC at 500 South Walton Ave, Tarpon Springs, FL 34689 and the City of Tarpon Springs, City Manager's Office, 324 East Pine Street, Tarpon Springs, FL 34689.

VI. TERMINATION

This Agreement may be terminated by either party for any reason upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery by the agency requesting termination of agreement.

This Agreement may be terminated by either party for any breach by the other party of the terms of this Agreement upon twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery by the agency requesting termination of Agreement. The sending party, at its discretion, may waive any breach of the Agreement in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type. In the event the funds from the primary grant source, JWB, become unavailable and no other funding source is available to supplement the loss, LCHC may terminate this Agreement upon no less than thirty (30) days written notice to the City. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

VII. TERM AND RENEWAL

The term of this Agreement shall be for three (3) years from June 1, 2022 until May 31, 2025, or until such time as all parties hereto may mutually agree in writing.

VIII. INDEMNIFICATION

Both parties hereto are entitled to sovereign immunity, except to the extent specifically waived by Florida Statute 768.28. To the extent permitted by law, the City agrees to indemnify and hold

harmless LCHC from any and all claims and lawsuits arising out of the intentional acts or negligence of the City's employees, agents and/or subcontractors. To the extent permitted by law, LCHC agrees to indemnify and hold harmless the City from any and all claims and lawsuits arising out of the intentional acts or negligence of the LCHC's employees, agents and/or subcontractors. However, nothing contained herein shall be construed to waive or modify the limitations upon municipal liability set forth in Florida Statute 768.28. for either party.

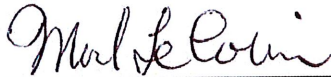
The signatures below show witness, acceptance and execution of the provisions of this Agreement.



Robbin Redd, Executive Director
Tarpon Springs Housing Authority
Local Community Housing Corporation

May 25, 2022

Date



Mark LeCouris, City Manager
City of Tarpon Springs

05-24-2022

Date



Project Administration Department

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

Memorandum

Date: September 30, 2025

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Department Director 

From: P.J. Harbert, Grant Project Specialist

Subject: Approve Florida Department of Environmental Protection Grant #L0356

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for State Appropriation Funding in the amount of \$477,365 for the reimbursement of the Tarpon Springs Grandview Drive Stormwater Project.

Summary

Through the proposed agreement, the FDEP agrees to partner with the City of Tarpon Springs to reimburse the City for up to \$477,365 of construction-related expenses. This grant agreement does not require a match from the City; however, the total project cost is \$688,949 necessitating \$211,584 in City funds for completion.

The City requested and the State Appropriation Committee approved State funding for 100 percent of the \$477,365 construction cost. The City will be funding 100 percent of the \$211,584 design cost. Overall, the State is funding 69.3 percent and the City is funding 30.7 percent of the total project cost (design plus construction).

The agreement document is attached.

The City Attorney has reviewed this agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Tarpon Springs Grandview Drive Stormwater Project **L0356**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Tarpon Springs** Entity Type: **Local Government**

Grantee Address: **324 East Pine Street, Tarpon Springs, FL 34689** FEID: **59-6000437**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **December 31, 2027**

4. Project Number: Project Location(s): **Lat/Long: 28.1461, -82.7568**
(If different from Agreement Number)

Project Description: **The Grantee will raise the Grandview Drive roadway profile and install approximately two (2) inlets within the Grandview Drive right-of-way. The Project also includes installation of approximately one (1) inlet and associated outfall to Lake Tarpon.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 477,365.00	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WSPSTF	\$ 477,365.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 477,365.00

6. Department's Grant Manager Name: Richmond Abellera or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000 Phone: 850-245-2993 Email: Richmond.Abellera@FloridaDEP.gov	Grantee's Grant Manager Name: Paulette J. Harbert or successor Address: City of Tarpon Springs 324 East Pine Street Tarpon Springs, FL 34689 Phone: 330-207-0098 Email: pharbert@ctsfl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Tarpon Springs

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

John Koulianos, Mayor, City of Tarpon Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Richmond Abellera, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

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21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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 provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

Attachment 1

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- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0356**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Tarpon Springs Grandview Drive Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

Attachment 2

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- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Tarpon Springs Grandview Drive Stormwater Project

PROJECT LOCATION: The Project will be located in the City of Tarpon Springs (Grantee) within Pinellas County; Lat/Long (28.1461, -82.7568). See Figure 1 for a site plan.

PROJECT BACKGROUND: Frequent and chronic flooding occurs near the Grandview Drive roadway low point located east of Sunshine Drive and west of Lakeview Drive. Stormwater runoff accumulates at a common depression area until surplus flows drain southeast across private property by overland flow to Lake Tarpon. This depressional storage can only recover by means of percolation or evaporation/transpiration, and the resulting flooding is aggravated by frequent rainfall occurring daily during the rainy season. Frequent flooding due to the lack of a storm sewer system limits neighborhood access and causes the degradation of the existing roadway base and brick pavement.

PROJECT DESCRIPTION: The Grantee will raise the Grandview Drive roadway profile and install approximately two (2) inlets with associated pipe within the Grandview Drive right-of-way. The Project also includes installation of approximately one (1) inlet and associated outfall pipe to Lake Tarpon within the City's drainage easement.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Tarpon Springs Grandview Drive Stormwater Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

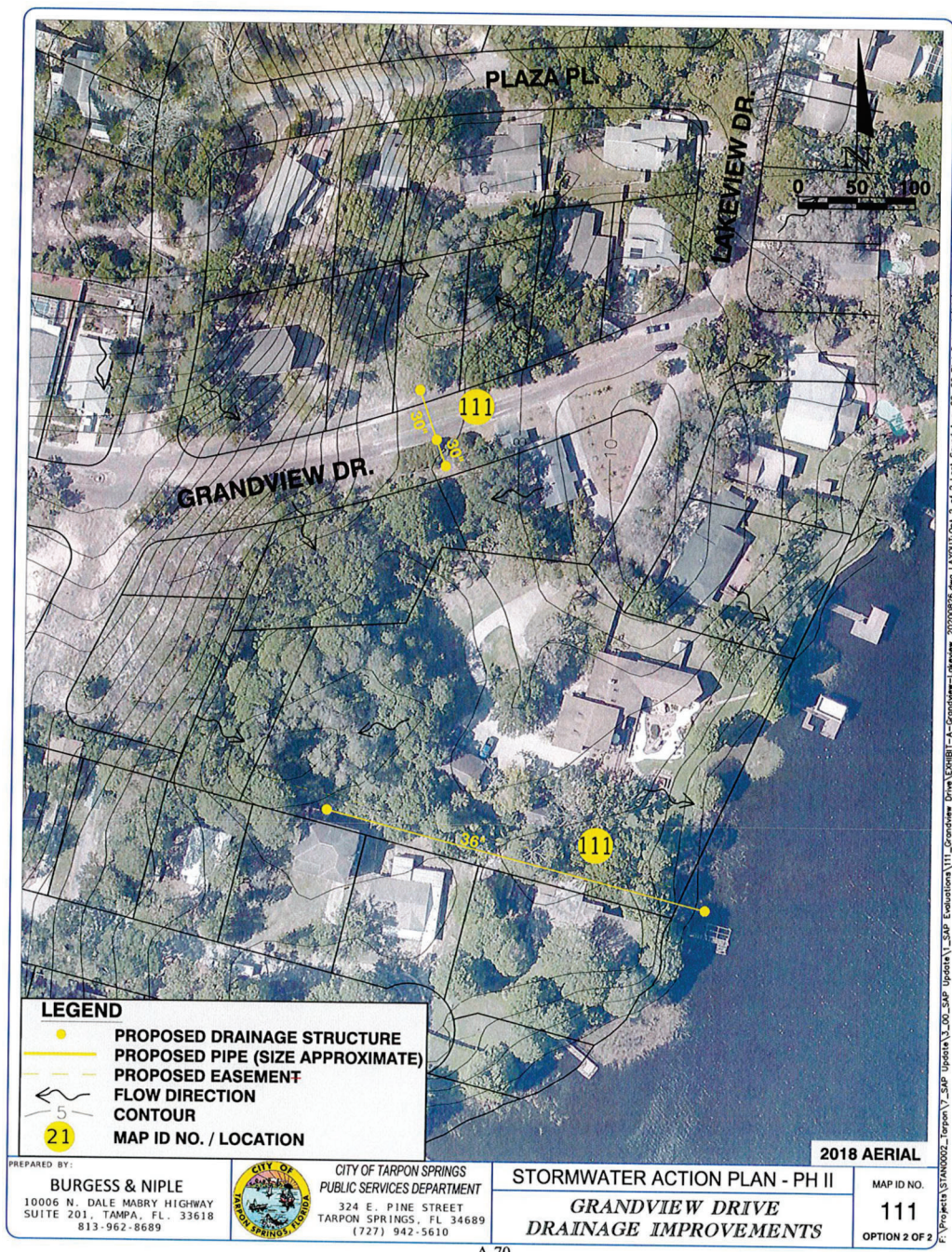
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$477,365	07/01/2025	06/30/2027
Total:			\$477,365		

Figure 1: Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Florida Department of Environmental Protection	2025 - 2026	37.039	Statewide Water Quality Restoration Projects
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$477,365.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Project Administration Department

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

Memorandum

Date: September 30, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Bob Robertson, Project Administration Department Director *BRB*
From: P.J. Harbert, Grant Project Specialist
Subject: Approve Florida Department of Environmental Protection Grant #L0357

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for State Appropriation Funding in the amount of \$422,390 for the reimbursement of the Tarpon Springs Lakeview Drive Stormwater Project.

Summary

Through the proposed agreement, the FDEP agrees to partner with the City of Tarpon Springs to reimburse the City for up to \$422,390 of construction-related expenses. This grant agreement does not require a match from the City; however, the total project cost is \$599,463 necessitating \$177,073 in City funds for completion.

The City requested and the State Appropriation Committee approved State funding for 100 percent of the \$422,390 construction costs. The City will be funding 100 percent of the \$177,073 design costs. Overall, the State is funding 69.3 percent and the City is funding 30.7 percent of the total project cost (design plus construction).

The agreement document is attached.

The City Attorney has reviewed this agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Tarpon Springs Lakeview Drive Stormwater Project

L0357

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000**

(Department)

Grantee Name: **City of Tarpon Springs**

Entity Type: **Local Government**

Grantee Address: **324 East Pine Street, Tarpon Springs, Florida 34689**

FEID: **59-6000437**

(Grantee)

3. Agreement Begin Date:

July 1, 2025

Date of Expiration:

March 31, 2028

4. Project Number:

(If different from Agreement Number)

Project Location(s):

Lat/Long: (28.1402, -82.7323)

Project Description:

The Grantee will construct a new stormwater sewer system along Wegmann Drive and Lakeview Drive and replace existing stormwater inlet and pipe to improve drainage.

5. Total Amount of Funding: \$ 422,390.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WSPSTF	\$ 422,390.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 422,390.00

6. Department's Grant Manager

Name: **Richmond Abellera**

or successor

Address: **Florida Dept. of Environmental Protection
3900 Commonwealth Blvd., MS 3570
Tallahassee, FL 32399-3000**

Phone: **850-245-2993**

Email: **Richmond.Abellera@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Paulette Harbert**

or successor

Address: **City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689**

Phone: **330-207-0098**

Email: **pharbert@ctsfl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Tarpon Springs

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

John Koulianos, Mayor, City of Tarpon Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Richmond Abellera, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

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21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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 provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

Attachment 1

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- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0357**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Tarpon Springs Lakeview Drive Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill

out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Tarpon Springs Lakeview Drive Stormwater Project

PROJECT LOCATION: The Project will be located in the City of Tarpon Springs (Grantee) within Pinellas County; Lat/Long (28.1402, -82.7323). See Figure 1 for a site plan.

PROJECT BACKGROUND: Chronic roadway and private property flooding occurs along Lakeview Drive and Wegmann Drive in Tarpon Springs. Due to the absence of a stormwater collection system, stormwater runoff collects along the lower portions of Lakeview Drive and Wegmann Drive prior to reaching the overtopping elevation(s) and then drains southeast by overland flow through private properties and discharges to the existing canal located along the rear of the lots. The canal is hydraulically connected to Lake Tarpon.

PROJECT DESCRIPTION: The Grantee will construct a new stormwater sewer system along Lakeview Drive and Wegmann Drive to resolve roadway and private property flooding issues. The flows will be routed southeast along the south side of Wegmann Drive to an existing stormwater discharge outfall located at the terminus of Wegmann Drive. The existing stormwater inlet and pipe will be replaced as part of the proposed drainage improvements.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Tarpon Springs Lakeview Drive Stormwater Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$422,390	07/01/2025	09/30/2027
Total:			\$422,390		

LEGEND

- EXISTING DRAINAGE STRUCTURE
- EXISTING PIPE
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED PIPE (SIZE APPROXIMATE)
- BASIN DIVIDE
- FLOW DIRECTION
- CONTOUR
- MAP ID NO. / LOCATION

2018 AERIAL

STORMWATER ACTION PLAN - PH II
WEGMANN DR. / LAKEVIEW DR.
DRAINAGE IMPROVEMENTS

BURGESS & NIPLE
 10006 N. DALE MABRY HIGHWAY
 SUITE 201, TAMPA, FL. 33618
 813-962-8689

CITY OF TARPON SPRINGS
 PUBLIC SERVICES DEPARTMENT
 324 E. PINE STREET
 TARPON SPRINGS, FL 34689
 (727) 942-5610

MAP ID NO. 108
 OPTION 1 OF 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects	\$422,390.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$422,390.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Project Administration Department

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

Memorandum

Date: September 30, 2025

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Department Director 

From: P.J. Harbert, Grant Project Specialist

Subject: Approve Florida Department of Environmental Protection Grant #L0358

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with the Florida Department of Environmental Protection (FDEP) for State Appropriation Funding in the amount of \$265,250 for the reimbursement of the Tarpon Springs Roosevelt and Canal Streets Stormwater Project.

Summary

Through the proposed agreement, the FDEP agrees to partner with the City of Tarpon Springs to reimburse the City for up to \$265,250 of construction-related expenses. This grant agreement does not require a match from the City; however, the total project cost is \$351,749 necessitating \$86,499 in City funds for completion.

The City requested and the State Appropriation Committee approved State funding for 100 percent of the \$265,250 construction cost. The City will be funding 100 percent of the \$86,499 design cost. Overall, the State is funding 69.3 percent and the City is funding 30.7 percent of the total project cost (design plus construction).

The agreement document is attached.

The City Attorney has reviewed this agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Tarpon Springs Roosevelt and Canal Streets Stormwater Project** Agreement Number: **L0358**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Tarpon Springs** Entity Type: **Local Government**

Grantee Address: **342 East Pine Street, Tarpon Springs, FL 34689** FEID: **59-6000437**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **March 31, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (28.1509, -82.7609)**

Project Description: **The Grantee will replace existing outfall and inlet piping, install approximately 2 Tideflex valves, and install concrete rip-rap as needed in the project area.**

5. Total Amount of Funding: \$ 265,250.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WSPSTF	\$ 265,250.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 265,250.00

6. Department's Grant Manager Name: Richmond Abellera or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000 Phone: 850-245-2993 Email: Richmond.Abellera@FloridaDEP.gov	Grantee's Grant Manager Name: Paulette J. Harbert or successor Address: City of Tarpon Springs 324 East Pine St. Tarpon Springs, FL 34689 Phone: 330-207-0098 Email: pharbert@ctsfl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Tarpon Springs

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

John Koulianos, Mayor, City of Tarpon Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Richmond Abellera, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

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21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. 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 provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

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- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0358**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Tarpon Springs Roosevelt and Canal Streets Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill

out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Tarpon Springs Roosevelt and Canal Streets Stormwater Project

PROJECT LOCATION: The Project will be located in the City of Tarpon Springs (Grantee) within Pinellas County; Lat/Long (28.1509, -82.7609). See Figure 1 for a site plan.

PROJECT BACKGROUND: The intersections of Canal Street with Roosevelt Boulevard and High Street have suffered frequent and chronic flooding due mostly to the low-lying elevation of the roadway surface at these intersections and the two hydraulic connections to the adjacent tidally influenced canal. During Spring or King tide events, roadway flooding occurs at these intersections when tide elevations exceed the that of the existing roadway and adjacent ground surface. Replacing existing outfall and inlet piping, installing Tideflex valves, and installing concrete rip-rap will help alleviate roadway flooding and prevent future bank erosion.

PROJECT DESCRIPTION: The Grantee will replace existing outfall and inlet piping, install approximately 2 Tideflex valves, and install concrete rip-rap as needed in the project area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Tarpon Springs Roosevelt and Canal Streets Stormwater Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

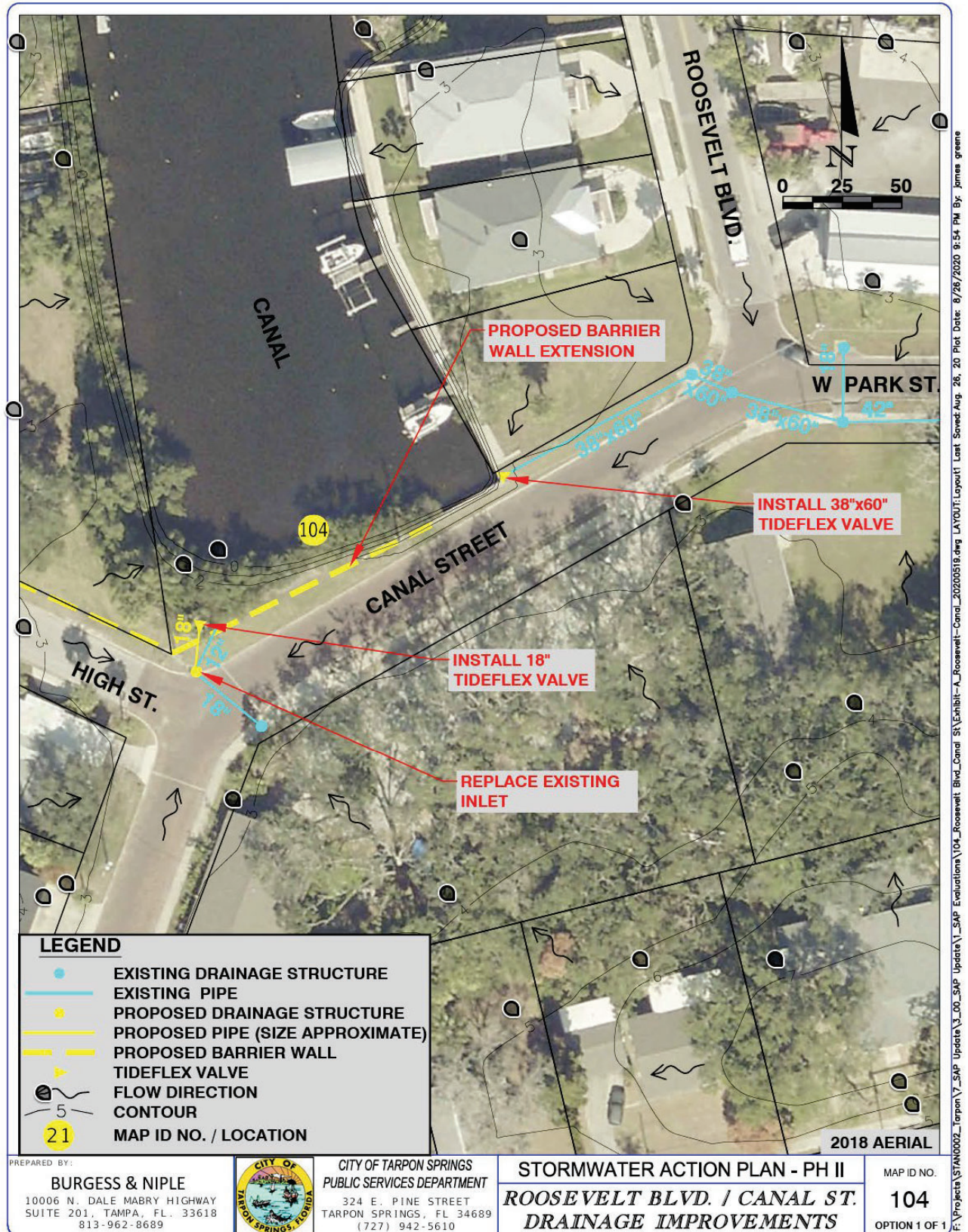
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$265,250	07/01/2025	09/30/2027
Total:			\$265,250		

Figure 1: Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$265,250.00
-------------	--------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



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: Board of Commissioners
Through: Charles Rudd, City Manager
From: Scott Young, Fire Chief 
Date: September 17, 2025
Re: Approve Amendment No. 1 to the Emergency Medical Services Agreement

Recommendation:

Approve Amendment No. 1 to the Emergency Medical Services ALS First Responder Agreement between Pinellas County and the City of Tarpon Springs

Background:

The Authority (County) has contracted with various municipalities and independent special fire districts in the County to provide EMS services pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, and to provide funding to municipalities for EMS Services.

This is the second year of the initial two-year Agreement that commenced October 1, 2024 and ends at midnight September 30, 2026, unless this Agreement is terminated earlier as provided for in the Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the parties mutually agree in writing to such extension.

The reason for the Amendment is that the City submitted its annual EMS budget to the County over the three (3) percent cap in the current contract due to salary and benefit costs. Due to the majority of agencies in the County going over this cap, Pinellas County decided to renegotiate all of the contracts and added reimbursements for service provided by the Fire Departments.

"Section 701 (h) – Extraordinary Budget Increase of the Agreement. Provides that if any proposed budget submitted by the Contractor (City of Tarpon Springs) the Authority (Pinellas County Emergency Medical

Services Authority) for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, the Authority and Contractor agree to reopen Section 701 to negotiation."

The City submitted its annual Emergency Medical Services ALS First Responder Budget to the County for FY 2026 in March 2025.

The City of Tarpon Springs and Pinellas County Emergency Medical Services Authority have agreed upon the 10.4% increase as stated in Appendix A of the Agreement, and the staff requests the approval of the Board of Commissioners.

The City Attorney has reviewed this Agreement as to form.

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1**

CITY OF TARPON SPRINGS

2025

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774**

ALS FIRST RESPONDER AGREEMENT AMENDMENT NO. 1

THIS FIRST AMENDMENT amending the Emergency Medical Services ALS First Responder Agreement, made this _____ day of _____ 2025, between the CITY OF TARPON SPRINGS, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2024, which contract is referred to herein as the "Agreement".
2. Section 701(h) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year's budget. The Contractor's funding for FY24-25 totaled \$2,519,294 and a budget request of \$2,781,675 for FY25-26 has been submitted, resulting in an increase of 10.4% or \$262,381.
3. The Authority hereby agrees to and has funded and authorized the Contractor's budget request of \$2,781,675 for FY25-26, which change is reflected on Appendix A hereto.
4. Vehicle maintenance for Authority funded ALS Engines, Squads, and Ladder Trucks are allowable costs may be included in budgets submitted in accordance with Section 701(b) less 20% for non-EMS activity. Vehicle maintenance for Authority funded Medic Units and

Rescue Units are allowable costs may be included in budgets submitted in accordance with Section 701(b) at 100%.

5. Authority and Contractor agree to update Appendix E as amended.
6. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.
7. Contractor and Authority agree that the effective date is October 1, 2025.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2025.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF TARPON SPRINGS, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to Form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A

ALS First Responder Profile

Fiscal Year 2025-2026

Contractor	Tarpon Springs
EMS District(s)	Tarpon Springs EMS District
Authority Funded Units	Rescue 69 Truck 70 Engine 71
Contractor Funded Units	Squad 69
EMS Coordination	EMS Administrative Coordinator – 1 FTE (Tarpon Springs 200)
FY25-26 Annual Compensation	\$2,781,675
Projected Capital	FY25-26 None FY26-27 None FY27-28 None FY28-29 Tarpon Springs 200 FY29-30 Rescue 69
Contractor Reviewed	County Reviewed
Initials _____ Date _____	Initials _____ Date _____

Appendix E
Personnel Reimbursement Process and Forms

702(b) CME Instructors

Follow the then current Authority provided process as outlined below.

Authority staff may update the process and/or forms.

702(c) Public Education

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(d) Countywide Quality Improvement Committees

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

702(e) Advanced Practice Paramed Training

Submit the then current Authority provided reimbursement form.

Authority staff may update the process and/or forms.

Processing CME Instructor Reimbursement Invoices

The following are the instructions for a Contractor to submit for Instructor reimbursement.

1. Open a new Excel "EMS Instructor Reimbursement Form."
 - a. Choose from one of the two tabs, 1-25 or 1-75 entries.
2. Open the Aladtec program.
 - a. In the "Reports" menu, select "Scheduled Time Report."
 - b. In the filter, choose your department.
 - c. Select the time frame you are seeking reimbursement
 - i. Make sure the start time is 00:00 and the end time is 23:45
 - d. Click the "Export CSV" button
 - e. Open the CSV file and copy the data from line 3 down (do not include the headers)
 - f. Paste this information into the open Excel file
3. Enter your information in the form.
 - a. The first entry is the type of reimbursement:
 - i. Straight Time (ST) is when the instructor is paid straight time.
 - ii. Overtime (OT) is when the instructor is paid overtime.
 - iii. Backfill (BF) is when someone other than the instructor is paid while the instructor is teaching.
 - iv. No Reimbursement (NR) is when the Contractor is not seeking reimbursement for the instructor's hours.
 - b. "Backfill Name" is the member providing the backfill for the instructor.
 - c. "Hourly Rate w/benefits" is the rate at which the contractor seeks reimbursable hours (\$75 per hour cap). If the time type is backfill, the rate is that of the member providing the backfill. If no reimbursement is being sought, then this is left blank.
 - d. The total cost is automatically calculated and totaled at the bottom.
4. Save the form as a PDF and sign at the bottom.
5. Return to the "scheduled Time Report" in Aladtec and click the "print" button in the upper right corner. Save(Print) this report as a PDF.
6. Combine your invoice, the "EMS Instructor Reimbursement Form," and the Aladtec report into one PDF.
7. Send the signed PDF to EMSInstructorlogistics@co.pinellas.fl.us within 20 days following the last day of each month.

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

CITY OF TARPON SPRINGS

October 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT**

AGREEMENT made this ___29th day of __October, 2024, between the CITY OF TARPON SPRINGS, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. The Authority has determined that a single-tier all Advanced Life Support ("ALS") EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. ALS First Responder Profile

Appendix B. ALS First Responder Contractors

Appendix C. EMS Equipment

Appendix D. EMS Financial Information Attestation Form

Appendix E. Instructor Reimbursement Form

Appendix F. EMS Coordination Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

- (a) The response of an ALS First Responder Unit to the scene of an EMS Incident.
- (b) The on-scene Patient care by Field Personnel.
- (c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.
- (d) The transport of Patients to a medical facility by a Rescue Unit shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.
- (e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid

response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

“Advanced Life Support” means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and

between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Condition 1” means the normal operation of the EMS System in which Patient Transport is handled by the Ambulance Contractor.

“Condition 3 Medical” or “Condition 3M” means the procedure to allow ALS First Responder Transport of Patients utilizing Rescue Units during peak periods at the request and approval of the Executive Director or designee.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom-based courses, provided in accordance with the EMS Rules & Regulations.

“CME Instructor” means a County Certified Paramedic, County Certified EMT or County Certified nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

“Contractor” means any one of the entities described on Appendix B.

“Contractor Funded Unit” means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“County Certified” means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

“Course” means any individual CME offering available online through a sufficient number of classroom-based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

“Department” means the State of Florida Department of Health.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

“Emergency Medical Technician” or “EMT” means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

“Emergency Medical Services” or “EMS” means the services provided by the Contractor pursuant to Section 104.

“EMS Advisory Council” means the advisory board established by the Special Act.

“EMS Districts” means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

“EMS Emergency” means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

“EMS Equipment” means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

“EMS Incident” means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

“Emergency Response” means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

“EMS Mill” means the ad valorem real property tax imposed by the Authority pursuant to the “Special Act”, Laws of Florida, as amended.

“EMS Ordinance” means Chapter 54, Article III of the Pinellas County Code, as may be amended.

“EMS System” means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

“Executive Director” means the Director of the EMS System, or his or her designee.

“First Due Unit” means the ALS First Responder Unit, within Contractor’s primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

“Field Personnel” means Paramedics and EMTs employed by Contractor.

“First Responder Services” means ALS First Responder Services.

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

“Force Majeure” means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

“Just Culture” means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that

encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training or corrective action.

“Learning Management System” means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom-based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority’s staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules & Regulations.

“Medic Unit” means a non-Transport capable ALS First Responder Unit.

“Medical Case Review” means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case Reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

“Medical Control” means the medical supervision of the EMS System provided by the Medical Director.

“Medical Control Board” means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

“Medical Direction” means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

“Medical Director” means a licensed physician, or a corporation, association, or

partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

“Public Educator/Community Paramedic” means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules & Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone,

radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Rescue Unit” means a transport capable ALS First Responder Unit.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Traffic Preemption System” means a comprehensive system provided by the Authority

that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection.

“Transport” means the transportation of Patients to a medical facility by Ambulance or Rescue Unit.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.

ARTICLE III

REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) **Existing.** Authority has all requisite power and authority to carry on its

business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **Financial Capability**. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) **No Litigation**. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing**. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor

and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation**. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability**. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) **Obligation to Provide Vehicles**. At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel**. Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles.** Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies.** With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment.** Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections.** Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor

and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) **Field Personnel.** Contractor shall make available its EMS personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom-based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is

responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director.** The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols.** Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along.** Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care.** Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events.** In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the

auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large-scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance.** Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. MEDICAL CASE REVIEWS. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. PERSONNEL.

(a) **Training and Qualifications.** All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment.** Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator.** Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS Coordination in accordance with **Appendix F.**

SECTION 408. EMERGENCY ASSISTANCE

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency.** Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties. During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Condition 3M.** During periods of Condition 3M, Contractors with Rescue

Units shall Transport Patients from EMS Incidents to area hospitals. Contractor shall follow the then current Medical Operations Manual Protocols or medical control directives.

(e) **Mutual Aid.** Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. MEDICAL SUPPLIES AND INVENTORY CONTROL. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as

long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. PATIENT CARE REPORTING SYSTEM. Contractor shall cooperate with the Authority in refining and improving the fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority and such systems support Field Personnel in rendering patient care and

responding to EMS Incidents.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and cellular airtime for all Authority and Contractor Funded Units and reserve Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and

shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

SECTION 416. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all Personnel that have access to the CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level

2 requirements and have complied with all initial and ongoing training requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to CAD and the information contained within are strictly followed.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. MEDICAL DIRECTION AND CONTROL. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. CONTINUING MEDICAL EDUCATION. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. MEDICAL COMMUNICATIONS EQUIPMENT. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. MEDICAL SUPPLIES. The Authority shall provide and replace, as

necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. EXTRAORDINARY MODIFICATIONS. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. BILLING. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. ECG EQUIPMENT AND MAINTENANCE. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be

maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. BIOHAZARD WASTE COLLECTION. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. PATIENT CARE REPORTING SYSTEM EQUIPMENT. Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Unit including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. TRAFFIC PREEMPTION: Authority shall provide and maintain a

countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

- (a) Provide Workers' compensation insurance as required by Florida Law.
- (b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change

these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of \$1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of \$1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future

coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

Authority is not liable for the causes of action arising out of the negligence of the Contractor, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director).

This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024–2025.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) Budget Submissions for FY2025–2026 through FY2029-2030.

Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budget shall be prepared in the same manner as the budget submitted for FY 2024-2025, so long as said budget is less than a three (3) percent increase from the prior Fiscal Year and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budget.

(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement.

Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are rescue units (\$350,000), medic units (\$125,000), and staff vehicles (\$75,000). Reimbursements are made upon delivery of the vehicle along with documentation being provided to the Authority that includes the receipt of the purchase order, invoices, proof of payment and any other documents required by The Authority.

(d) Rescue Unit Transport Compensation.

Authority shall reimburse Contractor, monthly in arrears, for Transports by Rescue Units that comply with the Medical Operations Manual Transport Protocol at a rate of \$100.00 per Transport. Rescue Unit Transports that do not comply with the Medical Operations Manual Transport Protocol shall not be reimbursable.

(e) Unit Hours. Authority may purchase Unit Hours to staff additional Rescue Units to Transport Patients at the Authority's discretion through its Executive Director. The Authority shall reimburse the Contractor for its actual costs of salary and benefits up to \$75.00 per hour for each crew member of a two-person crew (Paramedic/Paramedic or Paramedic/EMT) for overtime or backfill costs for hours that are actually performed and preapproved in writing by the Authority. Such additional Units or Unit Hours may be used

routinely, episodically, or during peak demand periods to maintain the level of service and Response Times for Ambulance Services. Personnel from different Contractors may be paired to place additional Rescue Units in service.

(f) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(g) **Station/Overhead Allowable Costs.** Contractor shall be reimbursed for station and overhead costs in accordance with Resolution 14-65 or a successor Resolution or 1%, whichever is greater, approved by the Authority. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(h) **Extraordinary Budget Increase.** If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate, no later than May 1st of the then current Fiscal Year, the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year. Contractor and Authority must approve the final negotiated Appendix "A" prior to the beginning of the next Fiscal Year if the proposed budget for the following Fiscal Year will exceed three (3) percent increase from the prior Fiscal Year's budget.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) **Learning Management System.** The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to \$60.00 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed \$125,000.00 in any Fiscal Year.

(b) **Reimbursement for CME Instructors.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or

backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$1,000,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the \$75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty

(20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$250,000.00 in any Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed \$25,000.00 in any Fiscal Year. It is recognized

by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(e) **Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to \$75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT. In the event Contractor fails to provide an ALS First Responder Unit or substitutes

a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. PROVISION OF BILLABLE PATIENT CARE REPORT.

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES.

Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

- (a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.
- (b) Only the effects of increased direct fuel prices-excluding any effects of

increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE.

Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds. Contractor shall ensure that personnel cost reimbursements from the Authority for special operations training, continuing medical education instruction, public education, or other reimbursements are not funded twice (i.e. funding provided in the submitted budget and reimbursement made by the Authority.)

SECTION 707. FUTURE/ADDITIONAL SERVICES. Contractor understands that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be affected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. ADDITIONAL UNITS.

(a) **Authority Funded.** During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority through the approval of an updated Appendix "A" by the Parties.

(b) **Contractor-Funded.** Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing, equipping and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts

or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority

and Contractor approval prior to July 1, 2029, which is subject to Authority, City Council or District approval prior to September 30, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof. The effective date of this agreement shall be retroactive to October 1, 2024 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), "cause" shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), "cause" shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall

be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties and supersedes all prior and similar agreements and amendments with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested

in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

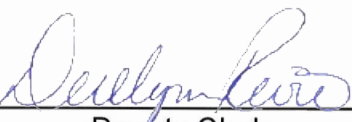
SECTION 912. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

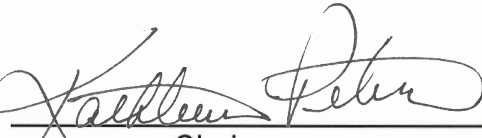
[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned
authorized officers have caused this Agreement to be executed on this 29th day
of October, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: 
Deputy Clerk

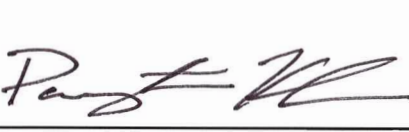
by: 
Chairman



APPROVED AS TO FORM
By: Patrick H. Allman IV
Office of the County Attorney

Countersigned:

CITY OF TARPON SPRINGS, FLORIDA

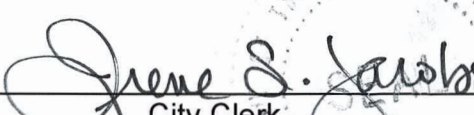
by: 
Mayor

by: 
City Manager

Approved as to Form:

Attest:

by: 
City Attorney

by: 
City Clerk



Appendix A

ALS First Responder Profile

Contractor	Tarpon Springs
EMS District(s)	Tarpon Springs EMS District
Authority Funded Units	Rescue 69 Truck 70 Engine 71
Contractor Funded Units	Squad 69
EMS Coordination	EMS Administrative Coordinator – 1 FTE (Tarpon Springs 200)
FY24-25 Annual Compensation	\$2,519,294
Projected Capital	FY24-25 Rescue 69 (carry forward from FY23-24) FY25-26 None FY26-27 None FY27-28 None FY28-29 EMS Staff Vehicle

Appendix B
ALS First Responder Contractors

City Manager
CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756

City Manager
CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697

Chairman, Board of Commissioners
EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685

City Manager
CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707

City Manager
CITY OF LARGO
P O Box 296
Largo, FL 33779-0296

Chairman, Board of Commissioners
LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714

City Manager
CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708

City Manager
CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655

Chairman, Board of Commissioners
PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684

City Manager
CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100

Chairman, Board of Commissioners
PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785

City Manager
CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597

City Manager
CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701

City Manager
CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806

City Clerk
CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895

City Manager
CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689

City Manager
CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794

Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, Q-CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department or Florida Law

Appendix D
EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.

The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be completed by Contractor:

City or Fire District (Contractor) _____

Fiscal Year _____

Name of Person Completing Form _____

Phone Number and Email Address _____

- | | |
|--|----------|
| 1. EMS Funding Received by Contractor | \$ _____ |
| 2. EMS Allowable Costs Incurred by Contractor | \$ _____ |
| 3. Difference (If excess, amount due to Pinellas County) | \$ _____ |

**PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND
SUPPORTING DOCUMENTATION AS NEEDED.**

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

Signature and Date, Contractor's External Auditor

Appendix E

Instructor Reimbursement Form



CME INSTRUCTOR REIMBURSEMENT FORM

Agency _____
CME Instructor Name _____

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											\$ -
2											\$ -
3											\$ -
4											\$ -
5											\$ -
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
11											\$ -
12											\$ -
13											\$ -
14											\$ -
15											\$ -
TOTAL Reimbursement Amount:											\$ -

Print Name & Title _____ Submitted By - Authorized Signature _____ Date _____

Notes:

- One Instructor per form.
 (a) Course Name (i.e. January 2016 CME, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
 (b) For reimbursement the class must be preauthorized by PCEMS through the issuance of a Authorized Class Code.
 (c) First Name, Last Name of person covering - must be same rank or below. Attach supporting documents.
 (d) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

Appendix F

EMS Coordination Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed.
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS-related meetings.

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor.
17. Maintain Level "C" Personal Protective Equipment and Ballistic Vests/Helmets.
18. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

19. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
20. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
21. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

22. Reviews and monitors response times, customer satisfaction, clinical performance, and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

23. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
24. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim.
25. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
26. Attending and actively participating in EMS-related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

27. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
28. Assist in the coordination of CME Instructors, Equipment and Training Sites.
29. Monitor the clinical competence of Field Personnel through the observation of training.

FIELD RESPONSE AND SUPERVISION

30. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
31. Respond to large-scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

32. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
33. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 250030-C-AS, Liquid Carbon Dioxide **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director)**

Recommendation

Renew File No. 250030-C-AS, utilizing City of Oviedo Contract No. ITB 24-21, Plant Chemicals with Matheson Tri-Gas, Inc., effective October 8, 2025 through September 30, 2026, in an estimated annual amount not to exceed \$150,000, for the Public Services Department – Reverse Osmosis Water Facility (ROWF).

Background

On September 16, 2024, the City of Oviedo awarded a competitively bid contract, No. 24-21, for plant chemicals, effective October 1, 2024 for a one (1) year period, with four (4) annual renewal options. On November 5, 2024, the BOC approved Contract File No. 250030-C-AS. On September 2, 2025, the City of Oviedo executed a one (1) year renewal. The purpose of this contract is to furnish and deliver as needed supply of carbon dioxide (CO₂) as part of the water treatment process for re-mineralization and stabilization of ROWF's drinking water. Renewal of this contract will allow the City to maintain compliance with federal and state regulations and permit requirements. The current contract pricing is \$0.245 per pound; Matheson Tri-Gas, Inc. indicated that they would hold this price for the near future. The market price for CO₂ continues to increase, with new contracts approaching \$0.30 per pound. Staff deemed the new rate to be fair and reasonable based on historical pricing and current market conditions for CO₂ (see attached memo). This contract has three (3) remaining annual renewal options available.

Funding

FY26 budget; account No. 402-4305-536.5200 - ROWF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: September 4, 2025

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
Raymond Page, Utilities Superintendent

TK

From: Darryl Vaci, Water Division Manager

Subject: Renew File No. 250030-C-AS, utilizing City of Oviedo Contract #ITB-24-21, Plant Chemicals with Matheson Tri-Gas Inc., for Providing Carbon Dioxide to the RO Facility

Recommendation

Authorize renewal of File No. 250030-C-AS, utilizing City of Oviedo's Contract #ITB-24-21, Plant Chemicals with Matheson Tri-Gas Inc., to provide an ongoing and as needed supply of carbon dioxide, effective October 8, 2025 through September 30, 2026 in an estimated annual amount of \$150,000, for the RO Facility.

Background

Carbon dioxide is used at the RO facility as part of the water treatment process and is specifically used for re-mineralization and stabilization of the RO Facility's drinking water. Carbon dioxide (CO₂) is needed in order to maintain compliance with federal and state regulations and meet permit requirements.

The City of Oviedo conducted a competitive bidding process for CO₂ and awarded a one-year contract to Matheson Gas in October 2024, with the option to renew the contract for four (4) additional one-year periods. The City of Oviedo renewed their contract for an additional year, beginning on October 1, 2025. The current contract calls for a price of \$0.245 per pound for CO₂; Matheson has indicated that they will hold this price for the near future. The market price for CO₂ continues to increase, with new contracts approaching \$0.30 per pound. Based on market conditions for this item, this new rate is deemed to be fair and reasonable. Authorization is requested for \$150,000 for purchase of CO₂ for this contract period, utilizing the City of Oviedo's contract price. The previous annual authorization was \$145,000. This amount is based on the new contract price and historical usage rates.

Funding

Funds have been budgeted in account 402-4305-536.5200 in the 2026 Fiscal Budget.

A handwritten signature in black ink, appearing to be "D. Vaci", is located at the bottom right of the page.

**Amendment and Renewal to the Agreement for the
Purchase and Delivery of Carbon Dioxide with
Matheson Tri-Gas, Inc., ITB 24-21**

This First Amendment and Renewal to Agreement is made and entered into this _____ and is to that certain Agreement made and entered into on the 1st day of October 2024, between Matheson Tri-Gas, Inc., whose principal and local 909 Lake Carolyn Parkway, Suite 1300, Irving, Texas 75039, hereinafter referred to as "CONTRACTOR" and the City of Oviedo, a Florida Municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY".

WHEREAS, the CONTRACTOR and CITY entered into the above referenced Agreement on October 1, 2024 for the Purchase and Delivery of Carbon Dioxide; and

WHEREAS, the agreement, awarded to Matheson Tri-Gas, Inc. under ITB 24-21 was effective October 1, 2024 for a period of one year, through September 30, 2025, at the unit cost of \$0.245; and

WHEREAS, the parties desire to further amend the agreement by extending and renewing the agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 30 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

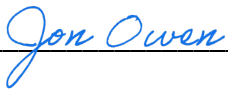
SECTION A. Extension and Renewal. The term of the Agreement, which expires on September 30, 2025, in accordance with the provisions of Section 11 of the Agreement, as amended, is extended such as the Agreement will now terminate on September 30, 2026, and the Agreement is hereby renewed.

SECTION B. No Other Amendment. Except as herein modified, all terms and conditions of the underlying Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

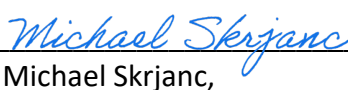
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

MATHESON TRI-GAS, INC.



Jon Owen



Michael Skrjanc,
Vice President of Product Management

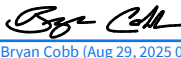
Date: 8/26/2025

ATTEST:

CITY OF OVIEDO



Elianne Rivera (Sep 2, 2025 09:34:24 EDT)
Elianne Rivera, City Clerk



Bryan Cobb (Aug 29, 2025 09:01:50 EDT)
Bryan Cobb, City Manager

Date: Sep 2, 2025

CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND DELIVERY OF CARBON DIOXIDE WITH MATHESON TRI-GAS, INC.

THIS AGREEMENT made and entered into the 1st day of October, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and MATHESON TRI-GAS, INC. whose principal and local address is 909 Lake Carolyn Parkway, Suite 1300, Irving, Texas 75039, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 24-21; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Carbon Dioxide, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Carbon Dioxide, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Plant Chemicals, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

- (a) The initial term of this Agreement shall be for a period of one (1) year.
- (b) After the initial term, this Agreement may be renewed for (4) four additional one (1) year periods, if mutually agreeable to both Parties.
- (c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

- (a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- (b) The City Manager, or his/her designated representative, shall have the following responsibilities:
- (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**Mike Skrjanc, Vice President – Product Management
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10)

days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the

effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt

of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence

\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.

(4) Pollution Liability Insurance: The CONTRACTOR shall provide coverage in the amount of \$2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is

prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false 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 ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was 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 Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in 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 this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

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 (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Mike Skrjanc, Vice President – Product Management
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice

requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



ATTEST:

Madelyn Bui

Elianne Rivera, City Clerk

MATHESON TRI-GAS, INC.

By: 
Mike Skrjanc, Vice President –
Product Mangement
Date: 10/7/24

CITY OF OVIEDO

By: 
Megan Sladek (Oct 8, 2024 12:41 EDT)
Megan Sladek, Mayor
Date: Oct 8, 2024

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (Oct 8, 2024 10:43 EDT)

David W. Hall
Assistant City Attorney

EXHIBIT A

SECTION 3: SPECIAL CONDITIONS

A. REPRESENTATION AND WARRANTIES OF THE CONTRACTOR

The Contractor(s) represents and warrants to the City:

1. They have been in the business of supplying and delivering Plant Chemicals for a minimum of three (3) years.
2. They can provide to the City references of three (3) commercial and/or governmental accounts.
3. They have a sufficient number of employees and delivery vehicles necessary to effectively and efficiently perform the work defined herein.
4. They have the financial resources and equipment to perform this contract.

B. MANNER OF PERFORMANCE

1. The Contractor(s) shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the City.
2. The Contractor(s) shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from any City employee or resident of the City of Oviedo.
3. The Contractor(s) will abide by all State and Federal Regulations on wages and hours of an employee.
4. The Contractor(s) shall be responsible for all its employees and their conduct and actions during the term of this contract with the City of Oviedo.
5. Contractor understands that time is of the essence in the performance of this Contract and will work diligently to deliver materials within the time stated on each specification or else the City will carry out the work utilizing supplemental resources or Contractors.
6. The Contractor(s) shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due.

C. SAFETY

1. The Contractor(s) shall provide adequate manpower and equipment and take other necessary means to ensure that materials are unloaded safely to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract.
2. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper unloading techniques and shall provide constant inspection and observation during the unloading process to prevent spills or other emergencies.
3. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper emergency measures and procedures to follow in the event of a spill.

D. EFFECTIVENESS AND DURATION

1. The City's Standard Goods and Services Agreement, a sample of which is attached as "Exhibit A" will be the contracting mechanism for the bid award. Each contractor shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a bid. There shall be no exceptions to the terms of the agreement and the agreement may not be amended.
2. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials. Required services and/or materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific materials and/or services.
4. The agreement will be for a period of one (1) year at a fixed price and shall include all charges that may be incurred in fulfilling the terms of this bid. The agreement will be automatically renewed on an annual basis for a maximum of four (4) additional one-year periods.

The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 4: SPECIFICATIONS

A. DESCRIPTION OF SERVICES

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid, form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Cooperative Contract, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. PRODUCT AND DELIVERY REQUIREMENTS

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

Carbon Dioxide (liquid CO₂)

Estimated Quantity: 1,800,000 lbs., more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO₂) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: full tanker, 38,000 lbs.

EXHIBIT B**REVISED BID FORM**

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by **July 11, 2024** and does hereby submit the following bid for completion of said services.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Product Description	Deliverable Quantity	Location	Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	\$
		4,000	Wastewater Plant	120,000	gal	
2	Sodium Hypochlorite	1,000	<u>Swimming Pool Use Only</u>	17,000	gal	\$
3	Sodium Hydroxide	3,500	Water Plant	54,500	gal	\$
4	Ammonia Hydroxide	1,200	Water Plant	25,000	gal	\$
5	Carbon Dioxide	38,000	Water Plant	1,800,000	lbs.	\$ 0.245
6	Sulfuric Acid	700	Water Plant	8,400	gal	\$
7	Fluoride	700	Water Plant	8,400	gal	\$

Company Name: Matheson Tri-Gas, Inc.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Mike Skrijanc



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 20, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: [http://info.nsf.org/Certified/PwsChemicals/Listings.asp?](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0T100&Standard=060&)

[Company=0T100&Standard=060&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0T100&Standard=060&)

NSF/ANSI/CAN 60 **Drinking Water Treatment Chemicals - Health Effects**

Matheson Tri-Gas, Inc.

909 Lake Carolyn Parkway

Suite 1300

Irving, TX 75039

United States

800-284-0481

972-870-7029

Visit this company's website (<http://www.mathesongas.com>)

Facility : Mesa, AZ

Facility : Fort Meade, FL**Carbon Dioxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Jupiter, FL**Oxygen[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Oxygen	Ozone Reduction Oxidant	NA
Oxygen	Ozone Reduction Oxidant	NA
Oxygen Medical Grade	Oxidant Ozone Reduction	NA

[1] This product is Certified for use in ozone generators.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.



MATHESON

The Gas Professionals

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

Section 1 - PRODUCT AND COMPANY IDENTIFICATION

Material Name

CARBON DIOXIDE, LIQUID

Synonyms

CARBONIC ACID; CARBON DIOXIDE LIQUID; CARBON DIOXIDE, REFRIGERATED LIQUID;
CARBONIC ANHYDRIDE, REFRIGERATED LIQUID; UN 2187; CO₂

Chemical Family

inorganic liquid

Product Description

Classification determined in accordance with Compressed Gas Association standards.

Product Use

industrial.

Restrictions on Use

None known.

Details of the supplier of the safety data sheet

MATHESON TRI-GAS, INC.

909 Lake Carolyn Parkway

Suite 1300

Irving, TX 75039

General Information: 1-800-416-2505

Emergency #: 1-800-424-9300 (CHEMTREC)

Outside the US: 703-527-3887 (Call collect)

Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with paragraph (d) of 29 CFR 1910.1200.

Gases Under Pressure - Refrigerated liquefied gas

Simple Asphyxiant

GHS Label Elements

Symbol(s)



Signal Word

Warning

Hazard Statement(s)

Contains refrigerated gas; may cause cryogenic burns or injury.

May displace oxygen and cause rapid suffocation.

Precautionary Statement(s)

Prevention

Wear cold insulating gloves/face shield/eye protection.

Response

Thaw frosted parts with lukewarm water. Do not rub affected area.

Get immediate medical advice/attention.

Storage



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID**SDS ID: 00225010**

Store in a well-ventilated place.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Other Hazards

May cause frostbite upon sudden release of liquefied gas.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
124-38-9	Carbon dioxide	100

Section 4 - FIRST AID MEASURES**Inhalation**

If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. Get immediate medical attention.

Skin

If frostbite or freezing occur, immediately flush with plenty of lukewarm water (105-115°F; 41-46°C). DO NOT USE HOT WATER. If warm water is not available, gently wrap affected parts in blankets. Get immediate medical attention.

Eyes

Immediately flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

Ingestion

If swallowed, get medical attention.

Most Important Symptoms/Effects**Acute**

May cause cryogenic burns, frostbite

Delayed

no information on significant adverse effects.

Note to Physicians

For inhalation, consider oxygen.

Section 5 - FIRE FIGHTING MEASURES**Extinguishing Media****Suitable Extinguishing Media**

Use extinguishing agents appropriate for surrounding fire.

Unsuitable Extinguishing Media

Do not direct water at source of leak or safety devices; icing may occur.

Special Hazards Arising from the Chemical

Negligible fire hazard. Containers may rupture or explode if exposed to heat.

Hazardous Combustion Products

Oxides of carbon, Oxygen

Fire Fighting Measures

Move container from fire area if it can be done without risk. Damaged cylinders should be handled only by specialists. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. Stay away from the ends of tanks. For tank, rail car or tank truck, evacuation radius: 800 meters (1/2 mile). Use extinguishing agents appropriate for surrounding fire. Cool containers with water spray until well after the fire is out. Do not get water directly on material. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID**SDS ID: 00225010****Special Protective Equipment and Precautions for Firefighters**

Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

Section 6 - ACCIDENTAL RELEASE MEASURES**Personal Precautions, Protective Equipment and Emergency Procedures**

Wear personal protective clothing and equipment, see Section 8.

Methods and Materials for Containment and Cleaning Up

Do not touch or walk through spilled material. Stop leak if possible without personal risk. If possible, turn leaking containers so that gas escapes rather than liquid. Use water spray to reduce vapors or divert vapor cloud drift. Keep unnecessary people away, isolate hazard area and deny entry. Ventilate closed spaces before entering. Prevent entry into sewers, drains, ditches, underground or confined spaces and waterways. Damaged cylinders should be handled only by specialists.

Environmental Precautions

Avoid release to the environment.

Section 7 - HANDLING AND STORAGE**Precautions for Safe Handling**

Wear cold insulating gloves/face shield/eye protection. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.

Conditions for Safe Storage, Including any Incompatibilities

Store in a well-ventilated place.

Store in a well-ventilated area. Keep container tightly closed. Keep locked up. Store and handle in accordance with all current regulations and standards. Keep container tightly closed. Keep locked up. Protect from physical damage. Store in a well-ventilated area. Subject to storage regulations: U.S. OSHA 29 CFR 1910.101. Keep separated from incompatible substances.

Incompatible Materials

combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION**Component Exposure Limits**

Carbon dioxide	124-38-9
ACGIH:	5000 ppm TWA
	30000 ppm STEL
NIOSH:	5000 ppm TWA ; 9000 mg/m3 TWA
	30000 ppm STEL ; 54000 mg/m3 STEL
	40000 ppm IDLH
Europe:	5000 ppm TWA ; 9000 mg/m3 TWA
OSHA (US):	5000 ppm TWA ; 9000 mg/m3 TWA
Mexico:	5000 ppm TWA [VLE-PPT]

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID
SDS ID: 00225010

	30000 ppm STEL [PPT-CT]
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ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)

There are no biological limit values for any of this product's components.

Engineering Controls

Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

Individual Protection Measures, such as Personal Protective Equipment
Eye/face protection

Wear splash resistant safety goggles with a faceshield. Contact lenses should not be worn. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Skin Protection

For the gas: Protective clothing is not required. For the liquid: Wear appropriate protective, cold insulating clothing.

Respiratory Protection

The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA. 40,000 ppm. Any supplied-air respirator. Any self-contained breathing apparatus with a full facepiece. Emergency or planned entry into unknown concentrations or IDLH conditions -. Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode. Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode. Escape -. Any appropriate escape-type, self-contained breathing apparatus.

Glove Recommendations

Wear appropriate protective, cold insulating clothing.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	colorless gas	Physical State	gas
Odor	odorless	Color	colorless
Odor Threshold	Not available	pH	Not available
Melting Point	-70 - -56.56 °C (-94 - -70 °F)	Boiling Point	-78.5 - -61.7 °C (-109 - -79 °F)
Boiling Point Range	Not available	Freezing point	Not available
Evaporation Rate	Not available	Flammability (solid, gas)	Not available
Autoignition Temperature	Not available	Flash Point	(None)
Lower Explosive Limit	Not available	Decomposition temperature	Not available
Upper Explosive Limit	Not available	Vapor Pressure	569 mmHg @ -82 °C
Vapor Density (air=1)	1.5	Specific Gravity (water=1)	1.101 at -37 °C
Water Solubility	(Soluble)	Partition coefficient: n-octanol/water	Not available



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID**SDS ID: 00225010**

Viscosity	7.01E-05 Pa.s	Kinematic viscosity	Not available
Solubility (Other)	Not available	Density	Not available
Physical Form	compressed, liquefied gas	Sublimation	-78.5 °C (-109 °F)
Taste	acid taste	Volatility by Volume	100 %
Molecular Formula	C-02	Molecular Weight	44.01
triple point	-56.6 °C		

Solvent Solubility**Soluble**

Hydrocarbons, organic solvents, acetone, alcohol

Section 10 - STABILITY AND REACTIVITY**Reactivity**

Containers may rupture or explode if exposed to heat.

Chemical Stability

Stable at normal temperatures and pressure.

Possibility of Hazardous Reactions

Will not polymerize.

Conditions to Avoid

Protect from physical damage and heat. Containers may rupture or explode if exposed to heat. Avoid contact with water or moisture.

Incompatible Materials

combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Hazardous decomposition products

Oxides of carbon, Oxygen

Section 11 - TOXICOLOGICAL INFORMATION**Information on Likely Routes of Exposure****Inhalation**

ringing in the ears, nausea, irregular heartbeat, headache, drowsiness, dizziness, tingling sensation, visual disturbances, suffocation, convulsions, coma

Skin Contact

blisters, frostbite

Eye Contact

frostbite, blurred vision

Ingestion

frostbite

Acute and Chronic Toxicity**Component Analysis - LD50/LC50**

The components of this material have been reviewed in various sources and no selected endpoints have been identified.

Product Toxicity Data**Acute Toxicity Estimate**



Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

No data available.

Immediate Effects

May cause cryogenic burns, frostbite

Delayed Effects

no information on significant adverse effects.

Irritation/Corrosivity Data

May cause cryogenic burns.

Respiratory Sensitization

No data available.

Dermal Sensitization

No data available.

Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA.

Germ Cell Mutagenicity

No data available.

Tumorigenic Data

No data available

Reproductive Toxicity

No data available.

Specific Target Organ Toxicity - Single Exposure

No target organs identified.

Specific Target Organ Toxicity - Repeated Exposure

No target organs identified.

Aspiration hazard

Not applicable.

Medical Conditions Aggravated by Exposure

heart or cardiovascular disorders, respiratory disorders

Section 12 - ECOLOGICAL INFORMATION

Component Analysis - Aquatic Toxicity

No LOLI ecotoxicity data are available for this product's components.

Persistence and Degradability

No data available.

Bioaccumulative Potential

No data available.

Mobility

No data available.

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Methods

Dispose in accordance with all applicable regulations.

Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

Section 14 - TRANSPORT INFORMATION

US DOT Information:

Shipping Name: CARBON DIOXIDE, REFRIGERATED LIQUID

Hazard Class: 2.2

UN/NA #: UN2187

Required Label(s): 2.2

**MATHESON**

The Gas Professionals

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID**SDS ID: 00225010****IMDG Information:****Shipping Name:** CARBON DIOXIDE, REFRIGERATED LIQUID**Hazard Class:** 2.2**UN#:** UN2187**Required Label(s):** 2.2**International Bulk Chemical Code**

This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

Section 15 - REGULATORY INFORMATION

U.S. Federal Regulations

None of this product's components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.

SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories

Gas Under Pressure; Simple Asphyxiant

U.S. State Regulations

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Carbon dioxide	124-38-9	Yes	Yes	Yes	Yes	Yes

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)

Not listed under California Proposition 65.

Component Analysis - Inventory**Carbon dioxide (124-38-9)**

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW, CN	VN (Draft)
No	Yes	Yes	Yes	Yes	Yes	Yes

Section 16 - OTHER INFORMATION

NFPA Ratings

Health: 3 Fire: 0 Instability: 0 Other: SA

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Summary of Changes

Updated: 02/03/2017

Key / Legend

ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive;

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID

SDS ID: 00225010

DSL - Domestic Substances List; EC – European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL) , KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; KR REACH CCA - Korea Registration and Evaluation of Chemical Substances Chemical Control Act; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of LIsts™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX – Mexico; Ne- Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL – Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL- Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA – Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TH-TECI - Thailand - FDA Existing Chemicals Inventory (TECI); TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW – Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

Other Information

Disclaimer:

Matheson Tri-Gas, Inc. makes no express or implied warranties, guarantees or representations regarding the product or the information herein, including but not limited to any implied warranty or merchantability or fitness for use. Matheson Tri-Gas, Inc. shall not be liable for any personal injury, property or other damages of any nature, whether compensatory, consequential, exemplary, or otherwise, resulting from any publication, use or reliance upon the information herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Matheson Tri-Gas, Inc. 3 Mountainview Road, 3rd Floor Warren, NJ 07059	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Tokio Marine Specialty Insurance Company</td><td>23850</td></tr><tr><td>INSURER B:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER C:</td><td>AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Tokio Marine Specialty Insurance Company	23850	INSURER B:	National Union Fire Insurance Company of P	19445	INSURER C:	AIU Insurance Company	19399	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Tokio Marine Specialty Insurance Company	23850																				
INSURER B:	National Union Fire Insurance Company of P	19445																				
INSURER C:	AIU Insurance Company	19399																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER: W33940980****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLS 4300661-01	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7620253	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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 ☒ No	N/A	49154441	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oviedo, FL	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

FOURTH AMENDMENT
Extension and Renewal to
Agreement for the Purchase and Delivery of
Carbon Dioxide, ITB 19-36

CERTIFIED COPY
CITY CLERK
CITY OF OVIEDO, FLORIDA



BY A. Mattinson
DATE OCT 20 2023

This Extension and Renewal to Agreement is made and entered into on this **1st day of October 2023**, and is to that certain Agreement for the **Purchase and Delivery of Carbon Dioxide** made and entered into on the **1st day of October, 2019** (the Agreement), between the City of Oviedo, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), whose address is 400 Alexandria Boulevard, Florida 32765, and **Matheson Tri-Gas**, a foreign corporation, authorized to do business in the State of Florida, whose principal and local address is **909 Lake Carolyn Parkway, Suite 1500, Irving, Texas 75039** (hereinafter referred to as the Vendor).

WITNESSETH:

WHEREAS, the City and the Vendor entered into the above-referenced Agreement on October 1, 2019 and desire to extend and renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits that the Agreement currently provides; and

WHEREAS, the Agreement was extended and renewed under Amendment 1 to the Agreement on October 1, 2020; and

WHEREAS, the Agreement was extended and renewed under Amendment 2 to the Agreement on October 1, 2021; and

WHEREAS, the Agreement was extended and renewed under Amendment 3 to the Agreement on October 1, 2022; and

WHEREAS, due to CO2 price increases in the United States, the Vendor has requested a price increase from \$0.149/lb. to \$0.23/lb., effective October 1, 2023; and

WHEREAS, staff has considered the request, performed the necessary due diligence, and finds the cost increase justified when compared with other suppliers and bid pricing; and

WHEREAS, the CITY and Vendor desire to amend the agreement to reflect the new price of \$0.23/lb. effective October 1, 2023; and

Now, Therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to

extend and renew the Agreement as follows:

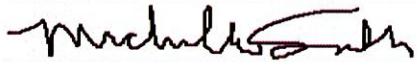
Section 1. Recitals. The above stated recitals (whereas clauses) to this Extension and Renewal are hereby adopted and form a material part of this Extension and Renewal and the consideration hereof upon which the parties have relied.

Section 2. Extension and Renewal. The term of the Agreement, which was to expire on **September 30, 2023**, in accordance with Amendment 3 and the provisions of Section 11 of the Agreement, is extended such as the Agreement will now terminate on **September 30, 2024** and the Agreement is hereby renewed.

Section 3. Effect of Extension and Renewal. Except as specifically stated herein in this Extension and Renewal, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

Attest:



Appropriate Corporate Signatory

Matheson Tri-Gas, Inc.



Name Jesse Rodgers

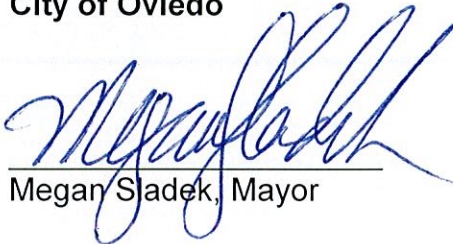
Title Vice President of Product Management

Attest:



Elianne Rivera, City Clerk

City of Oviedo



Megan Sladek, Mayor



400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

PURCHASE ORDER

Date: 10/25/2023
Change Order Date: 00/00/0000

**PURCHASE ORDER
NO. 240112
CHANGE ORDER
NO. 0**

VENDOR #: 6588
VENDOR ADDRESS: MATHESON TRI-GAS, INC
909 LAKE CAROLYN PARKWAY
SUITE 1300
IRVING, TX 75039

SHIP TO:
WATER TREATMENT PLANT
250 W MITCHELL HAMMOCK RD
OVIEDO, FL 32765

Florida Tax Exemption Number: 85-8013573053C-0
Federal ID Number: 59-6000399

DELIVER BY	SHIP VIA	F.O.B.	TERMS
09/30/2024	BEST WAY	OVIEDO	NET 30
PROJECT #	ACCOUNT NUMBER		AUTHORIZED BY
	40133025335210		GREG MCCUE

Item #	Quantity	Unit	Description Article or Service	Unit Cost	Extended Cost
1	147,500.00	DOL	CO2 BULK DELIVERY FOR THE WATER PLANT NON CAP	1.0000	147,500.00

TOTAL PURCHASE AMOUNT **\$147,500.00**

The City Of Oviedo P.O. # MUST Appear on ALL Invoices, Packages and Correspondence.

Send Invoice to:
CITY OF OVIEDO
FINANCE DEPARTMENT
400 ALEXANDRIA BLVD
OVIEDO, FL 32765

"For purchase order terms and conditions, please see the website at www.cityofoviedo.net."

**Extension and Renewal to
Agreement for the Purchase and Delivery of
Carbon Dioxide, ITB 19-36**

This Extension and Renewal to Agreement is made and entered into on this **1st day of October 2022**, and is to that certain Agreement for the **Purchase and Delivery of Carbon Dioxide** made and entered into on the **1st day of October, 2019** (the Agreement), between the City of Oviedo, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), whose address is 400 Alexandria Boulevard, Florida 32765, and **Matheson Tri-Gas**, a foreign corporation, authorized to do business in the State of Florida, whose principal and local address is **909 Lake Carolyn Parkway, Suite 1500, Irving, Texas 75039** (hereinafter referred to as the Vendor).

WITNESSETH:

Whereas, the City and the Vendor entered into the above-referenced Agreement on October 1, 2019, and desire to extend and renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits that the Agreement currently provides; and

Whereas, the Agreement was extended and renewed under Amendment 2 to the Agreement on October 1, 2021; and

WHEREAS, due to CO2 price increases in the United States, the CONTRACTOR has requested a 16.86% price increase from \$0.1275/lb. to \$0.149/lb., effective October 1, 2022; and

WHEREAS, staff has considered the request, performed the necessary due diligence, and finds the cost increase justified when compared with other suppliers and bid pricing; and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement to reflect the new price of \$0.149/lb. effective October 1, 2022; and

WHEREAS, the parties desire to further amend the agreement by extending and renewing the agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides; and,

Now, Therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to extend and renew the Agreement as follows:

Section 1. Recitals. The above stated recitals (whereas clauses) to this Extension and Renewal are hereby adopted and form a material part of this Extension and Renewal and the consideration hereof upon which the parties have relied.

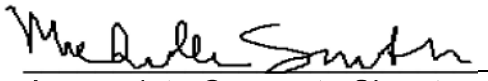
Section 2. Extension and Renewal. The term of the Agreement, which was to expire on **September 30, 2022**, in accordance with Amendment 1 and the provisions of Section 11 of the Agreement, is extended such as the Agreement will now terminate on **September 30, 2023** and the Agreement is hereby renewed.

Section 3. Effect of Extension and Renewal. Except as specifically stated herein in this Extension and Renewal, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

Attest:

Vendor Name


Appropriate Corporate Signatory


Name Jesse Rodgers
Title Vice President of Product Management

Attest:

City of Oviedo


Elianne Rivera (Oct 19, 2022 08:14 EDT)
Elianne Rivera, City Clerk


Megan Sladek (Oct 19, 2022 07:15 EDT)
Megan Sladek, Mayor

Extension to Agreement-Matheson-signatures

Final Audit Report

2022-10-19

Created:	2022-10-19
By:	Brenda Olsen (bolsen@cityofviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAATHf0SPIXpj3RS4_2w94eOOLalNvb7IQ2

"Extension to Agreement-Matheson-signatures" History

-  Document created by Brenda Olsen (bolsen@cityofviedo.net)
2022-10-19 - 10:04:30 AM GMT
-  Document emailed to msladek@cityofviedo.net for signature
2022-10-19 - 10:05:16 AM GMT
-  Email viewed by msladek@cityofviedo.net
2022-10-19 - 11:14:19 AM GMT
-  Signer msladek@cityofviedo.net entered name at signing as Megan Sladek
2022-10-19 - 11:15:02 AM GMT
-  Document e-signed by Megan Sladek (msladek@cityofviedo.net)
Signature Date: 2022-10-19 - 11:15:04 AM GMT - Time Source: server
-  Document emailed to Elianne Rivera (erivera@cityofviedo.net) for signature
2022-10-19 - 11:15:06 AM GMT
-  Email viewed by Elianne Rivera (erivera@cityofviedo.net)
2022-10-19 - 12:14:15 PM GMT
-  Document e-signed by Elianne Rivera (erivera@cityofviedo.net)
Signature Date: 2022-10-19 - 12:14:33 PM GMT - Time Source: server
-  Agreement completed.
2022-10-19 - 12:14:33 PM GMT



CITY OF OVIEDO FLORIDA

400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765

407-971-5555 • WWW.CITYOFOVIEDO.NET

August 3, 2021

Jenn Luna
Inside Bulk Sales Representative
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039

Re: Purchase of Carbonic Dioxide (liquid CO₂) for upcoming fiscal year

Dear Jenn:

Enclosed for review and signature is an extension and renewal to the agreement for the purchase and delivery of Carbonic Dioxide for the upcoming fiscal year, beginning October 1, 2021 through September 30, 2022.

If acceptable, please obtain appropriate signatures, including attesting signature, and return the executed documents to my office via mail or e-mail. A fully executed copy will be returned to you once it has been executed by the City. Also, please provide an updated Certificate of Insurance and endorsement reflecting the City of Oviedo added as an additional insured.

Please contact me at (407) 971-5650 or at ssheikh@cityofoviedo.net if you have any questions. We look forward to continuing to work with you in the coming year.

Best regards,

Susan Sheikh
Operational Resources Manager
Public Works
400 Alexandria Boulevard
Oviedo, Florida 32765
(407) 971-5650
ssheikh@cityofoviedo.net

Cc: Steve Santiago, Utilities Manager

**Extension and Renewal to
Agreement for the Purchase and Delivery of
Carbon Dioxide, ITB 19-36**

This Extension and Renewal to Agreement is made and entered into on this **1st day of October, 2021**, and is to that certain Agreement for the **Purchase and Delivery of Carbon Dioxide** made and entered into on the **1st day of October, 2019**, (the Agreement), as amended, between the City of Oviedo, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), whose address is 400 Alexandria Boulevard, Florida 32765, and **Matheson Tri-Gas, a foreign corporation**, authorized to do business in the State of Florida, whose principal and local address is **909 Lake Carolyn Parkway, Suite 1500, Irving, Texas 75039** (hereinafter referred to as the Vendor).

WITNESSETH:

Whereas, the City and the Vendor entered into the above-referenced Agreement on **October 1, 2019**; and

Whereas, the Agreement was extended and renewed under Amendment 1 to the Agreement on **October 1, 2020**; and

Whereas, the parties desire to further extend the term of the Agreement and renew the Agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides; and

Whereas, the Agreement, in Section 11, and the essential requirements of contract law provide that any extensions and renewals to agreements shall be expressed in writing and duly executed by the parties.

Now, Therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to extend and renew the Agreement as follows:

Section 1. Recitals. The above stated recitals (whereas clauses) to this Extension and Renewal are hereby adopted and form a material part of this Extension and Renewal and the consideration hereof upon which the parties have relied.

Section 2. Extension and Renewal. The term of the Agreement, which was to expire on **September 30, 2021**, in accordance with Amendment 1 and the provisions of Section 11 of the Agreement, is extended such as the Agreement will

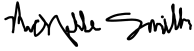
now terminate on **September 30, 2022** and the Agreement is hereby renewed.

Section 3. Effect of Extension and Renewal. Except as specifically stated herein in this Extension and Renewal, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

Attest:

Matheson Tri-Gas, Inc.



Appropriate Corporate Signatory



Jesse Rodgers
VP of Product Management

Attest:

City of Oviedo

City Clerk

Megan Sladek, Mayor

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT is made and entered into this **1st day of October, 2020** and is to that certain Agreement made and entered into on the **1st day of October, 2019, between Matheson Tri-Gas, Inc. whose address is 909 Lake Carolyn Parkway, Suite 1500, Irving, Texas 75039**, hereinafter referred to as “CONTRACTOR” and the City of Oviedo, a Florida Municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as “CITY”.

WHEREAS, the CONTRACTOR and CITY entered into the above referenced Agreement on **October 1, 2019** for the **Purchase and Delivery of Carbon Dioxide**; and

WHEREAS, the agreement, awarded to **Matheson Tri-Gas, Inc.** under ITB 19-36 became effective October 1, 2019 for a period of one year, through September 30, 2020; and

WHEREAS, due to CO2 shortages in the United States, the CONTRACTOR has requested a 4.5% price increase from \$0.122/lb. to \$0.1275/lb., effective October 1, 2020; and

WHEREAS, staff has considered the request, performed the necessary due diligence, and finds the cost increase justified when compared with other suppliers and bid pricing; and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement to reflect the new price of \$0.1275/lb. effective October 1, 2020; and

WHEREAS, the parties desire to further amend the agreement by extending and renewing the agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 11 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

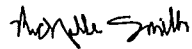
SECTION A. Amendment. The cost for the Purchase and Delivery of Carbon Dioxide which is currently priced at \$0.122/lb. under the agreement is hereby amended to \$0.1275/lb. effective October 1, 2020.

SECTION B. Extension and Renewal. The term of the Agreement, which was to expire on September 30, 2020, in accordance with the provisions of Section 11 of the Agreement, is extended such as the Agreement will now terminate on September 30, 2021 and the Agreement is hereby renewed.

SECTION C. No Other Amendment. Except as herein modified, all terms and conditions of the underlying Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:



Corporate Attesting Official

Date: 09-11-2020

MATHESON TRI-GAS, INC.



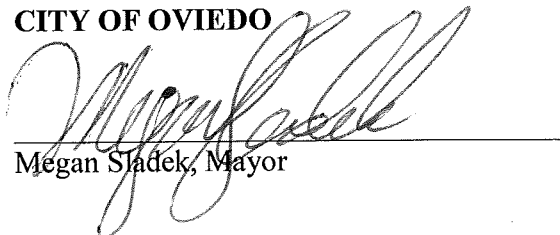
Jesse Rodgers pp. Andrew Gregory
Director Product Managment

ATTEST:


Barbara J. Barbour, City Clerk

Date: 10/5/2020

CITY OF OVIEDO


Megan Sladek, Mayor



CITY OF OVIEDO FLORIDA
400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765
407-971-5555 • WWW.CITYOFOVIEDO.NET

October 7, 2019

Brandon Hensley
Inside Sales Representative
Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039

Re: Bid for Carbon Dioxide – ITB # 19-36

Dear Brandon:

Enclosed for your files is a fully-executed original copy of the agreement for the purchase and delivery of Carbon Dioxide. We look forward to continuing to work with you.

Best regards,

Susan Sheikh
Operational Resources Manager

Cc: Greg McCue

**CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND
DELIVERY OF CARBON DIOXIDE WITH
MATHESON TRI-GAS, INC.**

THIS AGREEMENT made and entered into the 1st day of October, 2019 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and MATHESON TRI-GAS, INC., a foreign for-profit corporation whose principal and local address is 909 Lake Carolyn Parkway, Suite 1500, Irving, Texas 75039, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) # 19-36; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide CARBON DIOXIDE, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to the purchase and delivery of CARBON DIOXIDE and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for the purchase and delivery of CARBON DIOXIDE, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount

is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the

Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability

and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the

CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR.

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of One (1) year.

(b) After the initial term, this Agreement may be renewed for four (4) additional one year periods if mutually agreeable to both parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

Bobby Wyatt, Public Works Director
City of Oviedo
400 Alexandria Blvd.
Oviedo, Florida 32765
(407) 921-5648
Bwyatt@cityofoviedo.net

(d) The CONTRACTOR's designated representative is:

Brandon Hensley
Inside Sales Rep
MATHESON TRI-GAS, INC.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039
972-560-4749
Brhensley@mathesongas.com

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is

deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of

the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

- \$500,000 Each Accident
- \$500,000 Each Employee
- \$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is

demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in 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 this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main

work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Andrew Gregory
Director - Product Management
MATHESON TRI-GAS, INC.
909 Lake Carolyn Parkway, Suite 1300
Irving, Texas 75039
972-560-4749
agregory@mathesongas.com

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September, 2019, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

MATHESON TRI-GAS, INC.

Michelle Smith

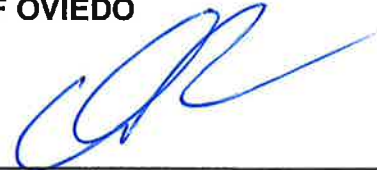
By: 
Andrew Gregory
Director - Product Management

Date: 09-12-2019

ATTEST:

CITY OF OVIEDO


City Clerk

By: 
Dominic Persampiere, Mayor

Date: 10/3/2019

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

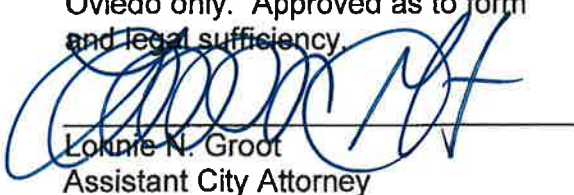

Lonnie N. Groot
Assistant City Attorney

EXHIBIT A

SPECIFICATIONS

A. Description of Services

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. Product and Delivery Requirements

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. This requirement is included on the bid form checklist.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

1. Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade)

Estimated Quantity: 527,000 gallons annually, more or less (This includes approximately 390,000 gallons for use at the Water Plant, 120,000 gallons for the Wastewater plant and approximately 17,000 for swimming pool application). These are estimated volumes and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765 and at the City's Wastewater Reclamation Facility located at 1067 McKinnon Avenue. The City's Recreation and Parks Department also utilizes this contract for two City swimming pools located within the City's corporate boundaries. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantities: 5,000 tanker gallons for the City's Water Treatment Plant and 4,000 gallons for the City's Wastewater Reclamation Facility, and 1,000 gallons at each of the two swimming pool locations.

2. **Sodium Hydroxide 50%**

Estimated Quantity: 54,500 gallons more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hydroxide 50% for use at the City's Water Treat Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 3,500 gallons.

3. **Ammonia Hydroxide 19%**

Estimated Quantity: 14,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Ammonia Hydroxide 19% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 1,200 gallons.

4. **Carbon Dioxide (liquid CO2)**

Estimated Quantity: 480,000 lbs., more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO2) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: full tanker, 38,000 lbs.

5. **Sulfuric Acid 93%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon

(delivered) for the purchase of Sulfuric Acid 93% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

6. **Fluoride 23%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Fluoride 23% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

END OF SECTION



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, January 31, 2018** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Matheson+Tri%2DGas%2C+Inc%2E&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Matheson+Tri%2DGas%2C+Inc%2E&PlantCountry=UNITED+STATES&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Matheson Tri-Gas, Inc.

909 Lake Carolyn Parkway

Suite 1300

Irving, TX 75039

United States

800-284-0481

972-870-7029

[Visit this company's website](#)

<http://www.mathesongas.com>

Facility : Irwindale, CA

Oxygen[1]

Trade Designation

Liquid Oxygen

Product Function

Ozone Reduction

Oxidant

Max Use

NA

Liquid Oxygen	Ozone Reduction	NA
	Oxidant	
Oxygen	Ozone Reduction	NA
	Oxidant	

[1] Certified for use in ozone generators.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Meade, FL

Carbon Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Jupiter, FL

Oxygen[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Oxygen	Ozone Reduction	NA
	Oxidant	
Oxygen	Ozone Reduction	NA
	Oxidant	

[1] This product is Certified for use in ozone generators.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.



**MATHESON
TRI-GAS**

ask...The Gas Professionals™

MATHESON TRI-GAS, INC
150 ALLEN ROAD, SUITE 302
BASKING RIDGE, NJ 07920

January 1, 2019

RE: Product Information Request: Carbon Dioxide - Food and Beverage Applications

To Whom It May Concern:

Matheson Tri-Gas, Inc. ("Matheson") fills all of the liquefied carbon dioxide and high-pressure mixtures containing carbon dioxide in compliance with the Federal Food, Drug and Cosmetic Act and in compliance with applicable sections of 21CFR110, cGMP for the Manufacturing, Packing, or Holding Human Food. All Liquid Carbon Dioxide provided by Matheson is manufactured in the United States.

Matheson's carbon dioxide bulk supply for food and beverage applications is provided by third-party manufacturers and meets the CGA G-6.2 Quality Verification Level I Beverage Grade specifications which meet and exceed the CGA G-6.2 Quality Verification Level I Food Grade specifications. In addition these specifications are more stringent than the Food Chemicals Codex monograph for Food Grade and Beverage Grade Carbon Dioxide. The following table summarizes the differences between the various grades of carbon dioxide

CHARACTERISTIC	CGA G-6.2 QVL H FOOD	CGA G-6.2 QVL I BEVERAGE	FOOD CHEMICALS CODEX (FCC)	MATHESON FOOD AND BEVERAGE GRADE
Identification	Pass	-	Pass	Pass
Carbon Dioxide (min)	99.5 %	99.9 %	99.5 %	99.9 %
Acetaldehyde	0.5 ppm	0.2 ppm	-	0.2 ppm
Ammonia	-	2.5 ppm	-	2.5 ppm
Acidity	-	-	-	-
Benzene	-	0.02 ppm	-	0.02 ppm
Carbon Monoxide	10 ppm	10 ppm	-	10 ppm
Carbonyl Sulfide	0.5 ppm	-	-	-
Hydrogen Cyanide	-	ND ^c	0.5 ppm	-
Methanol	-	10 ppm	-	10 ppm
Nitric Oxide	5 ppm ^d	2.5 ppm	5 ppm	2.5 ppm
Nitrogen Dioxide	- ppm	2.5 ppm	-	2.5 ppm
Oxygen	50 ppm	30 ppm	-	30 ppm
Phosphine	- ppm	0.3 ppm	-	0.3 ppm
Sulfur Dioxide	5 ppm	1 ppm ^b	5 ppm	1 ppm
Total Sulfur	0.5 ppm	0.1 ppm ^b	-	0.1 ppm
Total Hydrocarbon Content (as methane)	50 ppm	50 ppm ^e	0.005 %	50 ppm ^e
Hydrogen Sulfide	0.5 ppm ^f	-	0.5 ppm	- ppm
Nonvolatile Residues	10 ppm	10 ppm	10 mg/kg	10 ppm
Oil/Grease	-	5 ppm	-	5 ppm
Odor/Taste	-	-	-	-
Water	20 ppm	20 ppm	1 mg/24,000mL	20 ppm

^a To pass JECFA test (due to lack of sensitivity, this test is not required if the assay results are acceptable).

^b If total sulfur value exceeds 0.1ppm, a sulfur dioxide test should be performed and the sulfur dioxide 2 result subtracted from a total sulfur value.

^c Applies only to Carbon Dioxide from coal gasification and combustion sources. Current detection limit is 0.5 ppm.

^d Total NO + NO₂.

^e Maximum value including 20 ppm maximum of Non-methane Hydrocarbons

^f Vapor phase.

^g Free of Foreign Odor or Taste.



**MATHESON
TRI-GAS**

ask...The Gas Professionals™

MATHESON TRI-GAS, INC
150 ALLEN ROAD, SUITE 302
BASKING RIDGE, NJ 07920

Please also note that all of Matheson's packaged gas facilities have been registered in compliance with the Public Health Security and Bioterrorism Act of 2002. Matheson represents that, as of the date of this letter, it is compliant with its applicable requirements.

Liquefied carbon dioxide and gaseous carbon dioxide does not contain any allergens or other substances that would cause intolerances. Matheson does not intentionally add these component(s) to carbon dioxide and would not expect them to be present in carbon dioxide. Matheson uses no genetically modified products in the manufacture of Liquid Carbon Dioxide. Liquid Carbon Dioxide is categorized in 21CFR184.1240 as Direct Food Substances Affirmed as Generally Recognized as Safe.

James L. Cleveland

Sincerely,
Jim Cleveland
Corporate Quality Manager



Airborne Labs International

22C World's Fair Drive Somerset, NJ 08873 T: 732-302-1950 F: 732-302-3035
E-mail: LabServices@airbornelabs.com Website: www.airbornelabs.com

Carbon Dioxide (CO₂) Analysis ISBT Beverage-Grade Program[®]

Matheson Tri-Gas
3301 C.R. 630 W
Ft. Meade, FL 33841
Phone: 863-286-6591

Attn.: Mr. Angel Torres

E-Mail: atorres@mathesonogas.com

Sample ID.: Liquid CO₂: "123FTMD19CD1"

Sample ID.: Received in a Customer Owned High Pressure Sample Cylinder # 1932876

ALI Track No.: 19-0507
Received On: 05/17/19
Report Date: 07/02/19
Payment Mode: PO

Sample Date: 05/06/19
Process Stage: Final

Test Description/Units:	Result	LOQ	ISBT Limit
CO ₂ Identification (Positive/ Negative by USP [DT]):	positive	5	positive
Comments: Positive ID = Positive Detector Tube Response.			
CO ₂ Purity (% v/v, ISBT 2.0 [GC/DID], {ZN}):	99.99+	5	99.9 min
Comments: Obtained by NCG + target list impurity subtraction method.			
Water Vapor (H ₂ O, ppm v/v, ISBT 3.0 [CH]):	1.4	1	20 max
Oxygen (O ₂ , ppm v/v, ISBT 4.0 [GC/DID]):	9.2	1	30 max
Comments: Result represents total O ₂ + Ar ppm v/v.			
Nitrogen (N ₂ , ppm v/v, ISBT 4.0 [GC/DID]):	28	1	na
Carbon Monoxide (CO, ppm v/v, ISBT 5.0 [GC/DID]):	nd	1	10 max
Ammonia (NH ₃ , ppm v/v, ISBT 6.0 [DT]):	nd	0.5	2.5 max
Oxides of Nitrogen (NO _x , ppm v/v, ISBT 7.0 [DT]):	nd	0.5	5 max*
Comments: *Speciation required if above 2.5 ppm v/v. Maximum 2.5 ppm of either or both NO & NO ₂			
Nitric Oxide (NO, ppm v/v, ISBT 7.1 [DT]):	nd	0.5	2.5 max
Nitrogen Dioxide (NO ₂ , ppm v/v, ISBT 7.2 [DT]):	nd	0.5	2.5 max
Non-Volatile Residue (NVR, ppm w/w, ISBT 8.0 [Grav]):	2.9	2	10 max
Comments: Black particles and white strands			
Non-Volatile Organic Residue (NVOR, ppm w/w, ISBT 8.0 [Grav]):	nd	2	5 max
Comments: No NVOR film observed			
Phosphine (PH ₃ , ppm v/v, ISBT SM 3.0 [DT]):	nd	0.25	0.3 max
Comments:			
Total Hydrocarbons (THC, ppm v/v as CH ₄ , ISBT 10.0):			
Headspace Vapor Above Liquid Phase:	2.5	0.1	50 max
Flash Vaporized Liquid Phase:	2.5	0.1	50 max
Total Non-Methane Hydrocarbons (TNMHC, ppm v/v as CH ₄ , ISBT 10.1):	2.5	0.1	20 max
Methane (CH ₄ , ppm v/v, ISBT 10.1 [GC]):	nd	0.1	50 (see THC)
Methanol (MeOH, ppm v/v, ISBT 9.0 [GC]):	nd	0.1	10 (see THC)
Acetaldehyde (AA, ppm v/v, ISBT 11.0 [GC]):	nd	0.05	0.2 max.
Total Other Volatile Oxygenates (TOVO, ppm v/v, ISBT 11.0 [GC]):	nd	0.1	na
Comments: Obtained by summation of all speciated VOX target impurities less AA, MeOH & EtOH			
Aromatic Hydrocarbon Content (ppb v/v as Benzene, ISBT 12.0 [GC]):	nd	2	20 max
Comments: No target BTEX impurities detected.			
Total Sulfur Content* (TSC* ppm v/v as S, ISBT 14.0):	0.052	0.01	0.1 max
Comments: Obtained by summation of all speciated VSC target impurities less SO ₂			
Sulfur Dioxide (SO ₂ , ppm v/v, ISBT 14.0 [GC]):	nd	0.05	1 max
Sensory Tests			
Odor of Snow Test (Pass/Fail, ISBT 15.0):	*	na	none
Comments: *An ISBT Snow test requires a 20 lb tank sample.			
Appearance in Water (Pass/Fail, ISBT 16.0):	pass	na	clear
Odor & Taste in Water (Pass/Fail, ISBT 16.0):	pass	na	none
Comments:			
Supplemental Tests			
Hydrogen Cyanide (HCN, ppm v/v by ISBT SM-1.0 [GC]):	nd	0.2	nd
Vinyl Chloride (VCl, ppm v/v by ISBT SM-2.0 [GC]):	nd	0.1	nd
Ethylene Oxide (ETO, ppm v/v by ISBT 11.0 [GC]):	nd	0.1	nd

Sample ID: Matheson Tri-Gas

ALI Track No.: 19-0507

Speciated Volatile Hydrocarbons (VHC, ppm v/v by ISBT 10.1)

	Result	LOQ	ISBT Limit
Ethane:	1.1	0.1	see THC
Ethylene:	nd	0.1	see THC
Propane:	trace	0.1	see THC
Propylene:	nd	0.1	see THC
Isobutane:	nd	0.1	see THC
n-Butane:	nd	0.1	see THC
Butene:	nd	0.1	see THC
Isopentane:	nd	0.1	see THC
n-Pentane:	nd	0.1	see THC
Hexanes+:	nd	0.1	see THC

Comments: Pk ID based upon tr match vs target analyte std. CH₄ result on pg 1.**Speciated Volatile Sulfur Compounds (VSC, ppm v/v by ISBT 14.0)**

Hydrogen Sulfide (H ₂ S):	nd	0.01	see TSC
Carbonyl Sulfide (COS):	0.042	0.01	see TSC
Methyl Mercaptan:	nd	0.01	see TSC
Ethyl Mercaptan:	nd	0.01	see TSC
Dimethyl Sulfide:	nd	0.01	see TSC
Carbon Disulfide:	trace	0.01	see TSC
t-Butyl Mercaptan:	nd	0.01	see TSC
Isopropyl Mercaptan:	nd	0.01	see TSC
n-Propyl Mercaptan:	nd	0.01	see TSC
Methyl Ethyl Sulfide:	nd	0.01	see TSC
2-Butyl Mercaptan:	nd	0.01	see TSC
i-Butyl Mercaptan:	nd	0.01	see TSC
Diethyl Sulfide:	nd	0.01	see TSC
n-Butyl Mercaptan:	nd	0.01	see TSC
Dimethyl Disulfide:	nd	0.01	see TSC
Unknown VSC:	nd	0.01	see TSC

Comments: Peak ID based upon I_r match against target analyte standards. Note: SO₂ + TSC* results reported on pg. 1.**Speciated Volatile Oxygenates (VOX, ppm v/v by ISBT 11.0)**

Dimethyl Ether:	nd	0.1	see THC
Diethyl Ether:	nd	0.1	see THC
Propionaldehyde:	nd	0.1	see THC
Acetone:	nd	0.1	see THC
t-Butanol:	nd	0.1	see THC
Ethanol:	nd	0.1	see THC
Isopropanol:	nd	0.1	see THC
Ethyl Acetate:	nd	0.1	see THC
Methyl Ethyl Ketone:	nd	0.1	see THC
2-Butanol:	nd	0.1	see THC
n-Propanol:	nd	0.1	see THC
Isobutanol:	nd	0.1	see THC
n-Butanol:	nd	0.1	see THC
Isoamyl Acetate:	nd	0.1	see THC
Isoamyl Alcohol:	nd	0.1	see THC
Unknown VOX:	nd	0.1	see THC

Comments: Peak ID based upon I_r match against target analyte standards. AA and ETO results reported on pg. 1.

LOQ = Limit of Quantitation (lowest amount of analyte quantitatively determined with suitable precision and accuracy) MDL = method detection limit (lowest amount of analyte detected), trace = unquantified amount observed between MDL and LOQ, nd = indicates the impurity was not detected (below MDL), -- = test not performed, na = not available, LT = less than the amount specified, GT = greater than the amount specified, % = percent, ppm = parts per million, ppb = parts per billion, v/v = volume analyte/volume sample, w/w = weight analyte/weight sample, [result] indicates the result was obtained by the method listed within brackets. TSC* = ISBT Total Sulfur Content excluding SO₂. Unit

Conversions: 1ppm v/v = 1μL/L = 1000 ppb = 0.0001% v/v. Date format: MM/DD/YY.

Report Summary:Customer requested a standard ISBT LCO₂ test program.This sample meets all ISBT purity criteria for beverage grade LCO₂.

Reviewed by / Date:

James Caprio

07/02/19

James Caprio - Project Manager | Client Services

Attachments: none

Addendum: Signatures, Instrument & Notebook data on file

Measurement Uncertainty available upon request.

F-21, Rev4 (04/14)



Accreditation # 68099

**MATHESON**

ask...The Gas Professionals™

**CERTIFICATE OF CONFORMANCE
BEVERAGE GRADE
LIQUID CO2 TRANSPORT LOT**

Form Number: CO2-QUA-1001-F

Certificate of Conformance - Beverage Grade Liquid Carbon Dioxide Transport Lot			
(1) Location		(2) Transport Unit No	
(3) Document No		(4) Transport Lot No	
Parameter	Formula	Units	Beverage Grade
Carbon Dioxide Purity	CO ₂	% vol	≥ 99.9
Water Vapor	H ₂ O	ppm vol	≤ 20
Total Volatile Hydrocarbons as Methane	C	ppm vol	≤ 20
Oxygen	O ₂	ppm vol	≤ 30
Carbon Monoxide	CO	ppm vol	≤ 10
Total Sulfur Content (as SO ₂) excluding Sulfur Dioxide	S	ppm vol	≤ 0.1
Sulfur Dioxide	SO ₂	ppm vol	≤ 1
Methanol	CH ₃ OH	ppm vol	≤ 10
Nitric Oxide	NO	ppm vol	≤ 2.5
Nitrogen Dioxide	NO ₂	ppm vol	≤ 2.5
Acetaldehyde	CH ₃ CHO	ppm vol	≤ 0.2
Ammonia	NH ₃	ppm vol	≤ 2.5
Benzene	C ₆ H ₆	ppm vol	≤ 0.02
Non Volatile Residue	N/A	ppm wt	≤ 10
Non Volatile Organic Residue	N/A	ppm wt	≤ 5
Odor in Water	N/A	None	No foreign
Appearance in Water	N/A	None	No color or turbidity
Taste in Water	N/A	None	No foreign
This product conforms to the requirements of Compressed Gas Association CGA G-6.2-2004, Commodity Specification for Carbon Dioxide, Quality Verification Levels G, H & I. Matheson Tri-Gas disclaims all liability in connection with the use of any Product. The Customer's sole remedy if the Product does not conform to these specifications is to return the Product for refund or replacement. WITHOUT LIMITING THE FOREGOING, MATHESON TRI-GAS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. The above listed components are either analyzed on a batch, lot or other routine sampling basis.			
(5) Certified for			
(6) Certified by			(signature)
			(printed name)
(7) Date			
(8) Comments			

REFERENCE DOCUMENT

User must assure that this revision of the document is current prior to use.
Completed forms become permanent records subject to the record retention policy.

EXHIBIT B

BID FORM (Page 1 of 2)

To: City of Oviedo, Purchasing Department
400 Alexandria Boulevard
Oviedo, FL 32765

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by July 30, 2019 and does hereby submit the following bid for completion of said work/item.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. <u>1</u>	Dated <u>7-16-19</u>
No. <u>2</u>	Dated <u>7-24-19</u>
No. _____	Dated _____

The following required information has been completed and is included with the bid submittal:

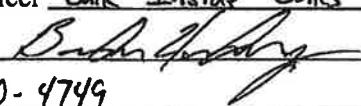
- | | Bidder's Initials |
|--|-------------------|
| 1. Bid Form | BH |
| 2. Proof of Florida Registration (Sunbiz) | BH |
| 3. Statement of Insurance Compliance | BH |
| 4. Non-Collusion Affidavit | BH |
| 5. Conflict of Interest Statement | BH |
| 6. Disputes Disclosure Form | BH |
| 7. Drug Free Workplace Certification Form | BH |
| 8. List of References | BH |
| 9. Company Information Form | BH |
| 10. Certificate of compliance and certified analysis
as to the composition of the product(s) bidding on | BH |

BID FORM (Page 2 of 2)

As requested in the Instructions to Bidders, attached is one marked duplicate copy of the original Bid Form and ALL attachments. ☒ Yes ☐ No (check one)

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Produce Description	Deliverable Quantity		Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	\$ No bid
		4,000	Wastewater Plant	120,000	gal	
		1,000	Swimming Pool Use	17,000	gal	
2	Sodium Hydroxide	3,500	Water Plant	54,500	gal	\$ No bid
3	Ammonia Hydroxide	1,200	Water Plant	14,400	gal	\$ No bid
4	Carbon Dioxide	38,000	Water Plant	480,000	lbs.	\$0.122/lb.
5	Sulfuric Acid	700	Water Plant	8,400	gal	\$ No bid
6	Fluoride	700	Water Plant	8,400	gal	\$ No bid

Company Name Matheson Tri-Gas, Inc.
 FEIN or SS# 7424603544
 Name of Owner/Partner/Officer Brandon Hensley
 Title/Position of Owner/Partner/Officer Bulk Inside Sales Rep.
 Signature of Owner/Partner/Officer 
 Business Telephone 972-560-4749
 Email address Brhensley@mathesongas.com
 Business Address 909 Lake Carolyn Parkway, Suite 1300 Irving, TX 75039

COMPANY INFORMATION

(Please Print or Type)

Company Name: Matheson Tri-Gas, Inc.
Street Address: 909 Lake Carolyn Parkway, Suite 1500 Irving, TX 75039
Mailing Address: 909 Lake Carolyn Parkway, Suite 1500 Irving, TX 75039
Address of facility that will provide materials: _____
City, State & Zip: Irving, TX 75039
Phone No.: 972-560-4749
Phone No. for ordering materials: 1-800-284-0481
Contact Person: Brandon Hensley
E-Mail Address: Bhensley@mathesongas.com
No. of Years in Business: 90
No. of Employees: 1439
No. of delivery vehicles available for performance of this contract: 4

Matheson Tri-Gas, Inc.
Company Name (Please Print)

Brandon Hensley
Authorized Signature

Brandon Hensley, Bulk Inside Sales Rep
Printed Name and Title

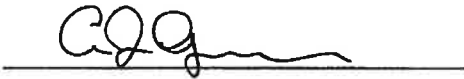
**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

MATHESON TRI-GAS, INC.

Incumbency Certificate

I, Thomas S. Kallman, Chief Executive Officer of Matheson Tri-Gas, Inc., a Delaware corporation (the "Company") hereby certify that:

I am in possession of the corporate records of the Company including its bylaws, articles of incorporation and related policies regarding the execution of contracts on behalf of the company. The following person named below has been duly elected or appointed to the office next to his name, has been duly qualified, and is acting as such representative of the Company at all times since a date prior to January 1, 2017 to and including the date hereof, and the signature set forth opposite his name is his genuine signature, and that he, as a representative of the Company, has the authority to sign product sales agreements between the Company and its various customers and all ancillary documents related thereto and that he was duly elected or appointed, qualified and acting as such representative at the time of such signing and delivery, and the signature of such person and on such document is such person's genuine signature.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Andrew Gregory	Director - Product Management	

IN WITNESS WHEREOF, I have hereunto signed my name on behalf of the Company.

Dated: May 8, 2019

MATHESON TRI-GAS, INC.

By: 
Thomas S. Kallman



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
MATHESON TRI-GAS, INC.

Filing Information

Document Number	P14220
FE/EIN Number	74-2460354
Date Filed	04/29/1987
State	DE
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/08/2008
Event Effective Date	NONE

Principal Address

909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039

Changed: 04/24/2019

Mailing Address

150 ALLEN ROAD
SUITE 302
BASKING RIDGE, NJ 07920

Changed: 10/08/2008

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 01/31/2005

Address Changed: 01/31/2005

Officer/Director Detail

Name & Address

Title Director

NIWA, YOSHIYUKI

1-3-26 Koyama
Shinagawa-ku
Tokyo, Japan 142-8558 JP

Title Secretary

STROUD, STEPHEN I
150 ALLEN ROAD
SUITE 302
BASKING RIDGE, NJ 07920

Title Chairman, CEO

KALLMAN, THOMAS S
909 Lake Carolyn Parkway
Irving, TX 75039

Title ASST SECRETARY

MOLNAR, JOHN B
150 ALLEN ROAD
SUITE 302
BASKING RIDGE, NJ 07920

Title CFO

FOSTER, STEVE
909 LAKE CAROLYN PARKWAY
1300
IRVING, TX 75039

Title Treasurer

Yotumoto, Yosuke
909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039

Title Director

Ichihara, Yujiro
1-3-26 Koyama, Shinagawa-ku
Tokyo JP

Title Director

Garcia, Francisco
909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039

Title President, COO

Andrew
Gregory

Sinicropi, Michael
909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039

Title Director

Moroishi, Tsutomu
1-3-26 Koyama
Shinagawa-ku
Tokyo, Japan 142-8558 JP

Annual Reports

Report Year	Filed Date
2017	04/25/2017
2018	04/16/2018
2019	04/24/2019

Document Images

04/24/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
07/22/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
10/11/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
03/22/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/30/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
10/08/2008 -- REINSTATEMENT	View image in PDF format
10/10/2007 -- REINSTATEMENT	View image in PDF format
02/09/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- Reg. Agent Change	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/24/2002 -- ANNUAL REPORT	View image in PDF format
05/17/2001 -- ANNUAL REPORT	View image in PDF format
09/07/2000 -- ANNUAL REPORT	View image in PDF format
07/28/1999 -- Name Change	View image in PDF format
06/10/1999 -- ANNUAL REPORT	View image in PDF format
11/25/1998 -- Merger	View image in PDF format
05/21/1998 -- ANNUAL REPORT	View image in PDF format
05/18/1997 -- ANNUAL REPORT	View image in PDF format
07/08/1996 -- ANNUAL REPORT	View image in PDF format
01/23/1995 -- ANNUAL REPORT	View image in PDF format

ITB 19-36: Plant Chemicals

**Bid Tabulation
July 30, 2019**

Item	Description	Deliverable Quantity	Location	Estimated Annual Quantity	Units	Allied Universal Corp.	Brenntag Mid-South, Inc.	Harcos Chemicals, Inc.	Hawkins, Inc.	Matheson Tri-Gas, Inc.	Odyssey Manufacturing Co.	Sulphuric Acid Trading Company, Inc.	Tanner Industries Inc.
1	Sodium Hypochlorite	5,000	Water Plant	390000	gal	\$ 0.504	No Bid	No Bid	No Bid	No Bid	\$ 0.545	No Bid	No Bid
		4,000	Wastewater Plant	120000	gal						\$ 0.545		No Bid
		1,000	Swimming Pool Use	17000	gal						\$ 0.545		No Bid
2	Sodium Hydroxide	3,500	Water Plant	54500	gal	\$ 1.840	\$ 1.707	No Bid	No Bid	No Bid	\$ 2.250	No Bid	No Bid
3	Ammonia Hydroxide	1,200	Water Plant	14400	gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 1.780
4	Carbon Dioxide	38,000	Water Plant	480000	lbs.	No Bid	No Bid	No Bid	No Bid	\$ 0.122	No Bid	No Bid	No Bid
5	Sulfuric Acid	700	Water Plant	8400	gal	No Bid	\$ 1.950	No Bid	No Bid	No Bid	No Bid	\$ 1.9125	No Bid
6	Fluoride	700	Water Plant	8400	gal	No Bid	No Bid	\$ 2.121	\$ 2.840	No Bid	No Bid	No Bid	No Bid

The Purchasing Agent stated that the City of Oviedo reserves the right to accept or reject any and all proposals. **All submittals are under review.** Recommendation for award will be presented at a future City Council Meeting. The meeting was adjourned at 2:11 p.m.

ITB 24-21 Contract Amendment Renewal Matheson 2025-2026_Signed by MTG (002)

Final Audit Report

2025-09-02

Created:	2025-08-29
By:	Gail Warren (GWarren@cityofviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeh6Eq4mQfEnz_Nwevy9Wfj7nUUR9rpDA

"ITB 24-21 Contract Amendment Renewal Matheson 2025-2026_Signed by MTG (002)" History

-  Document created by Gail Warren (GWarren@cityofviedo.net)
2025-08-29 - 12:35:30 PM GMT- IP address: 68.208.87.162
-  Document emailed to Bryan Cobb (bcobb@cityofviedo.net) for signature
2025-08-29 - 12:37:47 PM GMT
-  Email viewed by Bryan Cobb (bcobb@cityofviedo.net)
2025-08-29 - 12:56:01 PM GMT- IP address: 68.208.87.162
-  Document e-signed by Bryan Cobb (bcobb@cityofviedo.net)
Signature Date: 2025-08-29 - 1:01:50 PM GMT - Time Source: server- IP address: 68.208.87.162
-  Document emailed to Elianne Rivera (erivera@cityofviedo.net) for signature
2025-08-29 - 1:01:55 PM GMT
-  Email viewed by Elianne Rivera (erivera@cityofviedo.net)
2025-09-02 - 1:33:55 PM GMT- IP address: 68.208.87.162
-  Document e-signed by Elianne Rivera (erivera@cityofviedo.net)
Signature Date: 2025-09-02 - 1:34:24 PM GMT - Time Source: server- IP address: 68.208.87.162
-  Agreement completed.
2025-09-02 - 1:34:24 PM GMT



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Approve Novation for File No. 250098-N-AS, Myers Pumps, Repairs & Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Approve Novation for File No. 250098-N-AS, Single Source Purchase of Myer Pumps and Repair Parts, to change the contractor from Vesta Sentinam LLC d/b/a Custom Pump & Controls, Federal Employer Identification Number (FEIN) (88-0079360) to U.S. Water Services Corporation d/b/a Custom Pump & Controls, FEIN (20-0008821), for the Public Services and Public Works Departments.

Background

On March 11, 2025, the BOC awarded Contract File No. 250098-N-AS, to Vesta Sentinam LLC d/b/a Custom Pump & Controls, effective March 14, 2025 through March 13, 2026. On September 9, 2025, the BOC increased the contract. The purpose of this contract is to provide as needed purchases of critical pumps and repair parts used to maintain the City's lift stations, golf course, stormwater system, and cemetery (see attached memo). A novation is needed because Custom Pump & Controls was acquired by U.S. Water Services Corporation as the sole source provider, effective May 01, 2025. This novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

Funding

FY25 & FY26 budgets; account nos. 402-4603-536.6300 - AWTF; 402-4604-536.4600/.6300 - Utilities Maintenance; 001-1406-539.4600 - Cemetery; 406-4802-538.6300 - Stormwater, and 407-4902-572.4600 - Golf Course

Strategic Plan Objective

N/A



Public Services Department

Memorandum

DATE: 9/30/2025

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

THRU: Thomas Kiger, Public Services Director TK
Anela Saday, CPPB, NIGP-CPP, Procurement Analyst

FROM: Raymond Page, Utilities Superintendent

SUBJECT: Approve Novation for File No. 250098-N-AS, Single Source Purchase of Myers Pumps and Repair Parts

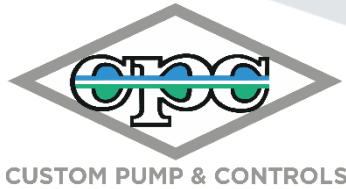
RECOMMENDATION

Approve Novation for File No. 250098-N-AS, Single Source Purchase of Myer Pumps and Repair Parts, to change the contractor from Vesta Sentinam LLC d/b/a Custom Pump & Controls, Federal Employer Identification Number (FEIN) (88-0079360) to U.S. Water Services Corporation d/b/a Custom Pump & Controls, FEIN (20-0008821), for the Public Services and Public Works Departments.

BACKGROUND

On March 11, 2025, the BOC awarded Contract File No. 250098-N-AS, to Vesta Sentinam LLC d/b/a Custom Pump & Controls, effective March 14, 2025 through March 13, 2026. On September 9, 2025, the BOC increased the contract. The purpose of this contract is to provide as needed purchases of critical pumps and repair parts used to maintain the City's lift stations, golf course, stormwater system, and cemetery (see attached memo). A novation is needed because Custom Pump & Controls was acquired by U.S. Water Services Corporation d/b/a Custom Pump & Controls, effective May 01, 2025. The novation will also transfer associated purchase order(s) and subsequent payments to the new entity.

FUNDING: FY25 & FY26 budgets; account nos. 402-4603-536.6300 - AWTF; 402-4604-536.4600/.6300 - Utilities Maintenance; 001-1406-539.4600 - Cemetery; 406-4802-538.6300 - Stormwater, and 407-4902-572.4600 - Golf Course



May 1, 2025

RE: Custom Pump & Controls joins U.S. Water Services Corporation – change in accounting information

Dear Client:

On May 1, 2025, Custom Pump & Controls joins U.S. Water Services Corporation, a Florida corporation.

Accordingly, effective May 1, 2025, the remit-to address for payments and contact information for our Accounts Receivable department has changed to:

Remit-to Address:

U.S. Water Services Corporation
dba Custom Pump & Controls
4939 Cross Bayou Blvd
New Port Richey, FL 34652

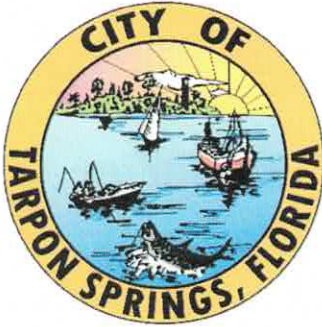
Accounts Receivable Contact Information:

Brandon Levenson
U.S. Water Services Corporation
Accounts Receivable
+1 727 848 8292 ext. 219
ar@uswatercorp.net

Please let me know if you have any questions or requirements pertaining to this change and if there are other individuals or departments within your organization that should be included in this or future notifications.

Sincerely,

Kaycee Rupe
Chief Financial Officer
Custom Pump & Controls
a U.S. Water Services Corporation company



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
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 09/09/2025
SUBJECT: Increase File No. 250098-N-AS, Single Source Purchase of Myers Pumps and Repair Parts

RECOMMENDATION:

Increase File No. 250098-N-AS, Single Source Purchase of Myers Pumps and Repair Parts with Vesta Sentinam LLC d/b/a Custom Pump & Controls, in an estimated total amount not to exceed \$215,000, an increase of \$70,000, effective from the date of approval through March 13, 2026, for the Public Services and Public Works Departments.

BACKGROUND:

On March 11, 2025, the BOC approved the subject Contract (250098-N-AS). The City currently maintains 70 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the City. The purpose of this contract is to provide as needed purchases of critical pumps and repair parts used to maintain these lift stations and appropriate water levels at the Cycadia Cemetery. To stock a minimum number of repair parts and pump inventory, the City standardized to Myers/Pentair pumps and systems. Custom Pump & Controls is the sole authorized FE Myers distributor for the municipal market in numerous counties, including Pinellas. The increase requested is needed to cover the purchase of additional pumps and equipment due to lift station impacts from saltwater and repairs needed at the Cemetery (see attached memo).

FUNDING: FY26 budget; account nos. 402-4603-536.6300 – AWTF; 402-4604-536.4600/.6300 – Utilities Maintenance; 001-1406-539.4600 – Cemetery; 406-4802-538.6300 – Stormwater, and 407-4902-572.4600 – Golf Course

Accepted by:


City Manager

Attest


City Clerk





Public Services Department

Memorandum

Date: August 21, 2025

To: Janina Lewis, Procurement Services Director

Through: R. Thomas Kiger, Public Services Director
LaTishia Smith, Public Services Assistant Director

TK

From: Raymond Page, Utilities Superintendent

Subject: Authorize an Increase to Single Source Contract (File No. 250098-N-AS) for Parts and Services for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize an increase to Contract File No. 250098-N-AS with US Water-needed purchases of Myers brand equipment, repairs, and parts in an estimated amount not to exceed \$70,000, effective through March 13, 2026, for Utilities Maintenance, Advanced Wastewater Treatment Facility (AWWTF), and Cemetery.

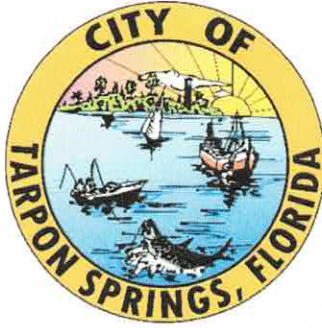
Background

The City maintains over sixty City-owned wastewater lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in harsh conditions to maintain wastewater service for the entire City. These pumps are also used in various application at the AWWTF and as well as some City stormwater facilities. The purpose of this increase is to provide sufficient authorization to replenish inventory of critical spare pumps and parts for City lift stations. Pump replacement over the last year was higher than average due to hurricane storm surge and flooding impacts. Expenses related to pump replacement as a result of hurricane damage were tracked by staff for FEMA reimbursement purposes.

In order to maintain a minimum number of repair parts and pump inventory, the City has standardized Myers/Pentair pumps and systems. U.S. Water is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis needed to cover purchase of pumps for replacement of critical spares inventory as older pump age beyond their useful life or become uneconomical to build.

Funding

Funds are budgeted in FY26 accounts 402-4603-536.6300-AWWTF; and 402-4604-536.6300, 402-4604-536.4600 – Utilities Maintenance; 001-1406-539.6300, 001-1406-539.4600 Cemetery; 406-4802-538.6300 -Stormwater and 407-4902-572.4600 Golf Course.



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
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JK*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/11/2025
SUBJECT: Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts

RECOMMENDATION:

Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts with Vesta Sentinam LLC d/b/a Custom Pump & Controls, from \$135,000 to \$155,000, an increase of \$20,000, effective through March 13, 2025. Furthermore, award File No. 250098-N-AS, effective March 14, 2025 through March 13, 2026, in an estimated amount not to exceed \$145,000, for the Public Services Department – Utilities Maintenance and Wastewater Treatment Divisions. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On March 5, 2024, the BOC awarded the subject Contract. On November 11, 2024, the BOC increased the contract from \$85,000 to \$135,000. The City currently maintains 70 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain the reliability of service for the entire city. These pumps are a crucial element to maintain flow to the Wastewater Treatment Facility (WWTF). The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes (see attached memo).

Contract File No. 240079-N-AS was used for emergency pump repairs and replacements related to Hurricanes Helene and Milton in 2024. To date, over \$30,000 was expended because of hurricane related damages. The purpose of this increase is to provide additional funding needed to complete repairs and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations.

Vesta Sentinam LLC d/b/a Custom Pump & Controls is the sole authorized FE Myers distributor for the City's municipal market within the state of Florida. Items are ordered on an ongoing and as needed basis.

FUNDING: FY25 budget; account nos. 402-4603-536.4600/5200 - WWTF and 402-4604-536.4600 Project no. WS2520/5200 – Utilities Maintenance

Accepted by: _____

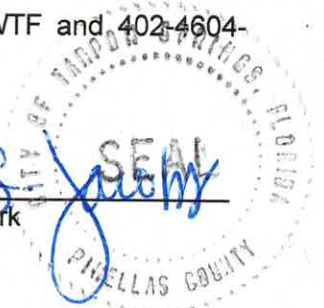


City Manager

Attest _____



City Clerk





Public Services Department

Memorandum

Date: February 13, 2025
To: Janina Lewis, Procurement Director
Through: Thomas Kiger, Public Services Director 
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor

Subject: Authorize increase to Contract File No. 240079-N-AS, and Award a New Contract for Single Source Purchase of Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize an increase to Contract File No. 240079-N-AS, with Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc., in the amount of \$20,000, from \$135,000 to \$155,000, for the remaining Contract term, and authorize award of a new single source contract for a one (1) year term, effective March 14, 2025 through March 13, 2026, in an estimated amount not to exceed \$145,000, for the Wastewater Treatment Facility (WWTF) and Utilities Maintenance Departments.

Background

The City currently maintains seventy (70) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF.

In order to maintain a minimum number of repair parts and pump inventory, City has standardized Myers/ Pentair pumps and systems. Custom Pump & Controls, Inc. is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis.

Contract File No. 240079-N-AS was utilized for emergency pump repairs and replacements related to Hurricanes Helene and Milton. Additional funding is needed to replace emergency

expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations.

Funding

Funds for this service are budgeted in FY25 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2520. Prepared By: Public Services Department



Feb 06, 2025

Subject: Florida Myers Distribution 2025

To Whom It May Concern:

This letter is to advise you that Custom Pump & Controls, with locations at 1840 River Oaks Road, Jacksonville, FL and 4318 North 56th Street, Tampa, FL is the sole authorized FE Myers distributor for the municipal market in the attached list of counties in the State of Florida.

This agreement gives them the right to promote and sell Myers Engineered Products for the municipal market in the counties listed for the state of Florida.

Please direct any inquiries or orders directly to Custom Pump & Controls.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Kates", with a stylized flourish at the end.

Bryan Kates
Named Account Executive
Pentair – Engineered
(781)361-4751
bryan.kates@pentair.com



PENTAIR ROW TECHNOLOGIES
+1.419.289.1144 N'f'l

740 E. Ninth Stteet
Ashland, OH 44805
United States
www.pentair.com

Florida Counties:

Leon	Citrus
Gadsden	Hernando
Liberty	Sumter
Franklin	Lake
Wakulla	Seminole
Jefferson	Orange
Madison	Polk
Taylor	Pasco
Hamilton	Hillsborough
Columbia	Pinellas
Baker	Manatee
Nassau	Sarasota
Duval	Brevard
Bradford	Osceola
Union	Hardee
Suwannee	Highlands
Lafayette	Glades
Glichrist	DeSoto
Alachua	Lee
Clay	Chartotte
St. Johns	Hendry
Flagler	Collier
Volusia	Miami Dade
Putnam	Broward
Marlon	Palm Beach
Levy	Martin
Dixie	St. Lucie
	Okeechobee
	Little River



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
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 11/19/2024
SUBJECT: Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts

RECOMMENDATION:

Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts with Vesta Sentinam LLC d/b/a Custom Pump & Controls, by \$50,000, from \$85,000 to \$135,000, effective through March 13, 2025, for the Public Services Department – Utilities Maintenance and Wastewater Treatment Divisions. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On March 5, 2024, the BOC awarded the subject Contract. The City currently maintains 70 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire city. These pumps are a crucial element to maintain flow to the Wastewater Treatment Facility (WWTF). The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

This contract was used for emergency pump repairs and replacements related to Hurricanes Helene and Milton. To date, over \$30,000 was expended because of hurricane related damages (see attached memo). The purpose of this increase is to provide additional funding needed to replace emergency expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations.

FUNDING: FY25 budget; account nos. 402-4603-536.4600/5200 – WWTF and 402-4604-536.4600/5200 – Utilities Maintenance

Accepted by: _____

CH LM
City Manager

Attest _____

[Signature]
City Clerk
SEAL
PINELLAS COUNTY



Public Services Department

Memorandum

Date: October 30, 2024, 2024
To: Janina Lewis, Procurement Director
Through: Thomas Kiger, Public Services Director (TK)
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor
Rob Marcincuk, WWTP Division Manager

Subject: Authorize Increase for Single Source Purchase through Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize an increase in the amount of \$50,000 to Contract File No. 240079-N-AS, with Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc., for as needed, single source purchases of Myers pumps, repairs, and parts for the Wastewater Treatment Facility and Utilities Maintenance Divisions.

Background

The City currently maintains seventy (70) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF. The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

This contract was utilized for emergency pump repairs and replacements related to Hurricanes Helene and Milton. To date, over \$30,000 was expended through this contract as a result of hurricane related damages, including pump replacement, parts, and replacing critical spares taken out of inventory to maintain service. Additional funding is needed to replace emergency expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations. The previous total authorization was \$85,000, and this increase will bring the total authorization to \$135,000.

Funding

Funds for this increase are budgeted in FY 25 accounts 402-4603-536-WWTF and 402-4604-536-Utilities Maintenance. Prepared By: Public Services Department



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
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *gl*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/05/2024
SUBJECT: Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps & Repair Parts

RECOMMENDATION:

Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps & Repair Parts to Vesta Sentinam LLC d/b/a Custom Pump & Controls, in an estimated amount not to exceed \$85,000, effective March 14, 2024 through March 13, 2025, for the Public Services Department - Utilities Maintenance Division and Wastewater Treatment Facility (WWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

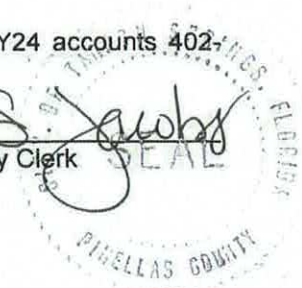
The City currently maintains 60 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the City. These pumps are critical to maintaining flow to the WWTF. To maintain a minimum number of repair parts and pump inventory, staff has standardized to Myers/Pentair pumps and wastewater pumping applications. Items are ordered on an as needed basis (see attached memo). Custom Pump & Controls is the sole authorized representative for the municipal market within the State of Florida.

FUNDING:

Funds for this service are budgeted in water and sewer enterprise fund FY24 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2416.

Accepted by: *[Signature]*
City Manager

Attest: *[Signature]*
City Clerk





Public Services Department

Memorandum

Date: March 5, 2024
To: Janina Lewis, Procurement Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor
Subject: Authorize Single Source Purchase through Vesta Sentinam, LLC dba Custom Pump & Controls (Custom Pump & Controls) for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize single-source purchases through Custom Pump & Controls, Inc for Myers pumps, mounting adapters, and repair parts in an estimated amount not to exceed \$85,000 for a one (1) year term for the Wastewater Treatment Facility (WWTF) and Utilities Maintenance Departments.

Background

The City currently maintains Sixty (60) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF. The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

To maintain a minimum number of repair parts and pump inventory, City has standardized to Myers/ Pentair pumps and systems. Custom Pump & Controls, Inc. is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis.

Funding

Funds for this service are budgeted in water and sewer enterprise fund FY24 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2416.

Prepared By: Public Services Department



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

February 12, 2024

Subject: Florida Myers Distribution 2024

To Whom It May Concern:

This letter is to advise you that Custom Pump & Controls, Inc., with locations at 1840 River Oaks Road, Jacksonville, FL and 4318 North 56th Street, Tampa, FL is the sole authorized FE Myers distributor for the municipal market in the attached list of counties in the State of Florida.

This agreement gives them the right to promote and sell Myers Engineered Products for the municipal market in the counties listed for the state of Florida.

Please direct any inquiries or orders directly to Custom Pump & Controls, Inc.

Sincerely,

Brad Jernigan
Key Account Manager
Pentair
205-260-6361



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

Florida Counties:

Leon	Citrus
Gadsden	Hernando
Liberty	Sumter
Franklin	Lake
Wakulla	Seminole
Jefferson	Orange
Madison	Polk
Taylor	Pasco
Hamilton	Hillsborough
Columbia	Pinellas
Baker	Manatee
Nassau	Sarasota
Duval	Brevard
Bradford	Osceola
Union	Hardee
Suwannee	Highlands
Lafayette	Glades
Gilchrist	DeSoto
Alachua	Lee
Clay	Charlotte
St. Johns	Hendry
Flagler	Collier
Volusia	Miami Dade
Putnam	Broward
Marion	Palm Beach
Levy	Martin
Dixie	St. Lucie
	Okeechobee
	Little River



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Renew File No. 230171-C-PH, Landscaping Materials (**Chris Cotta Public Works Director, Anthony Mannello Streets & Stormwater Supervisor**)

Recommendation

Renew File No. 230171-C-PH, Landscaping Materials utilizing the Pinellas County School Board Contract No. 23-497-025, to Southern Landscaping Materials, Larry Larson's Topsoil, Inc. and I Mulch Florida, Inc. in an estimated amount not to exceed \$75,000.00 for the period of October 1, 2025 through April 10, 2026 for City-wide departments.

Background

On September 8, 2022, Pinellas County School Board awarded Contract No. 23-497-025. On June 27, 2023, the Board approved the contract. On October 1, 2024, the Board approved renewal of this contract. The purpose of this contract is to supply landscaping materials such as asphalt millings, sand, clay, and mulch to various City departments on an as-needed basis (see attached memo).

This contract was competitively bid and awarded to the lowest, responsive and responsible bidders. The solicitation was broadcast to 52 suppliers, and the Pinellas County School Board received three (3) responses. Approximately \$65,000.00 has been spent during fiscal year 2025.

Funding

Funding will be identified on an as-needed basis.

Strategic Plan Objective

N/A



Public Works Department

Streets & Stormwater Division

To: Janina Lewis, Procurement Services Director

From:  Anthony "Tony" Mannello, Streets & Stormwater Supervisor

Thru: Chris Cotta, Public Works Director 

Date: September 10, 2025

Subject: Continue to piggyback (Contract No. 230171-C-PH) Landscaping Materials

RECOMMENDATION:

Continue to piggyback (Contract No. 230171-C-PH) for landscaping materials with Southern Landscaping Materials, I Mulch FL, Inc. and Larry Larson's Topsoil utilizing the Pinellas County School Board Contract in an estimated amount of \$75,000.00 through April 10, 2026.

BACKGROUND:

Utilizing this contract will continue to provide "volume pricing" for purchase of landscape material and asphalt millings. Based on our experience, it has helped with scheduling and the turnaround time on in-house projects.

Funding source will be identified and paid by the respective Department/Division, based on individual projects.

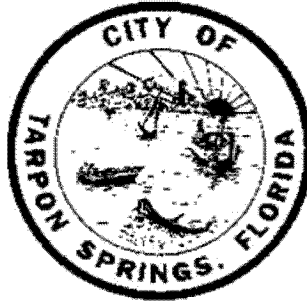
PURCHASE ORDER

10/04/24

ORDER DATE

CITY OF TARPON SPRINGS

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



250010

No.

SOUTHERN LANDSCAPING MATERIALS
39660 US HWY 19 N
TARPON SPRINGS, FL 34689

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

230171-C-PH

14400

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - LANDSCAPING MATERIALS EFFECTIVE DATE: 10/01/24 EXPIRATION DATE: 09/12/25 NOT TO EXCEED: 65000.00 REMARKS: In accordance with File No. 230171-C-PH BOC approved 10/01/2024 Per Pinellas County Schools Contract #23-497-025 Effective through 9/12/2025			

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 325 of 631



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
THRU: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director *AL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *AL*
DATE: 10/01/2024
SUBJECT: Renew File No. 230171-C-PH, Landscaping Materials Utilizing the Pinellas County School Board Contract No. 23-497-025

RECOMMENDATION:

Renew File No. 230171-C-PH, Landscaping Materials utilizing the Pinellas County School Board Contract No. 23-497-025, to Southern Landscaping Materials, Larry Larson's Topsoil, Inc. and I Mulch Florida, Inc. in an estimated amount not to exceed \$75,000.00 for the period October 1, 2024 through September 12, 2025 for City-wide departments.

BACKGROUND:

On September 8, 2022, Pinellas County School Board awarded Contract No. 23-497-025. On June 27, 2023, the Board approved the contract. The purpose of this contract is to supply landscaping materials such as asphalt millings, sand, clay, and mulch to various City departments on an as-needed basis (see attached memo).

This contract was competitively bid and awarded to the lowest, responsive and responsible bidders. The solicitation was broadcast to 52 suppliers, and the Pinellas County School Board received three (3) responses. Approximately \$67,000.00 has been spent during fiscal year 2024.

FUNDING: Funding will be identified on an as-needed basis.

Accepted by: _____

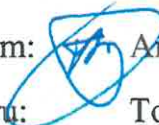
Ch. Hall
City Manager

Attest: _____

Janine S. [Signature]
City Clerk



Public Works Department
Streets & Stormwater Division

To: Janina Lewis, Procurement Services Director
From:  Anthony "Tony" Mannello, Streets & Stormwater Supervisor
Thru: Tom Funcheon, Public Works Director 
Date: September 17, 2024
Subject: Renewal of contract No. 230171-C-PH Landscaping Materials

RECOMMENDATION:

Renew contract No. 230171-C-PH for landscaping materials with Southern Landscaping Materials, I Mulch FL, Inc. and Larry Larson's Topsoil utilizing the Pinellas County School Board Contract in an estimated amount of \$75,000.00 through September 12, 2025.

BACKGROUND:

Utilizing this contract will continue to provide "volume pricing" for purchase of landscape material and asphalt millings. Based on our past experience, it has helped with scheduling and the turnaround time on in-house projects.

Funding source will be identified and paid by respective Department/Division, based on individual projects.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: September 13, 2022

Bid No: 23-497-025

Bid Title: Landscaping Materials

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/13/22 thru 09/12/23

☐ N/A - One Time Purchase

Contract Value: \$ 325,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

* **Rationale/Reason**

The Landscaping Materials contract will secure firm fixed pricing for all landscape materials needed districtwide.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 52

Bids Received: 3

Late Bids: 0

Rejected Bids: 0

☐ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB
Title: Director, Purchasing Department

For: Countywide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

CATEGORY NO. 1: Asphalt Millings

Item	Description	Unit of Measure	Unit Price	Vendor
Asphalt Millings	Delivered	Ton	32.00	SOUTHERN LANDSCAPING MATERIALS
	Picked-Up		27.40	

CATEGORY NO 2: Beach Sand

Item	Description	Unit of Measure	Unit Price	Vendor
Beach Sand, Clean ¼" strainer	Delivered	Cubic Yd.	51.00	SOUTHERN LANDSCAPING MATERIALS
	Picked-Up		47.00	

CATEGORY NO 3: Red Clay

Item	Description	Unit of Measure	Unit Price	Vendor
Clay, Red, Infield Mix	Delivered	Ton	31.40	SOUTHERN LANDSCAPING MATERIALS
	Picked-Up		22.00	

CATEGORY NO 4: Crushed Stone & Rock, #57 & #89

Item	Description	Unit of Measure	Unit Price	Vendor
Crushed Rock & Stone, #57	Delivered	Ton	57.00	SOUTHERN LANDSCAPING MATERIALS
	Picked-Up		53.00	

CATEGORY NO 5: 100 % Cypress Mulch

Item	Description	Unit of Measure	Unit Price	Vendor
Cypress Mulch	Delivered	Cubic Yd. 5 cubic yd. min.	31.00	SOUTHERN LANDSCAPING MATERIALS
	Picked- Up	Cubic Yd.	27.00	

CATEGORY NO 6: Clean Fill Dirt

Item	Description	Unit of Measure	Unit Price	Vendor
Fill Dirt, Clean, ¾" strainer	Delivered	Cubic Yd/ 5 cubic yd. min.	16.00	SOUTHERN LANDSCAPING MATERIALS

Fill Dirt, Clean, 3/4" strainer	Pick Up	Cubic Yd	12.00	
Fill Dirt, Clean, 1/2" strainer	Delivered	Cubic Yd/ 5 cubic yd. min.	16.00	SOUTHERN LANDSCAPING MATERIALS
Fill Dirt, Clean, 1/2" strainer	Pick Up	Cubic Yd	12.00	

CATEGORY NO 7: Lime Rock

Item	Description	Unit of Measure	Unit Price	Vendor
Lime Rock	Delivered	Cubic Yd	No Bid	Purchase from open market as needed

CATEGORY NO. 8: Oyster Shell/Washed Road Base

Item	Description	Unit of Measure	Unit Price	Vendor
Oyster Shell/Washed Road Base 1/2" – 1"	Delivered	Ton	63.00/cubic yd. 54.18/ton	LARRY LARSON'S TOP SOIL, INC.
Oyster Shell/Washed Road Base 1/2" – 1"	Pick-Up	Ton	58.00/cubic yd. 49.88/ton	
Oyster Shell/Washed Road Base 1 – 1 1/2"	Delivered	Ton	63.00/cubic yd. 54.18/ton	
Oyster Shell/Washed Road Base 1" – 1 1/2"	Pick-Up	Ton	58.00/cubic yd. 49.88/ton	

CATEGORY NO. 9: Masonry Sand

Item	Description	Unit of Measure	Unit Price	Vendor
Masonry Sand	Delivered	Ton	40.00/cubic yd. 30.77/ton	LARRY LARSON'S TOP SOIL, INC.
Masonry Sand	Picked-Up	Ton	37.00/cubic yd. 28.46/ton	

CATEGORY NO. 10: Top Soil

Item	Description	Unit of Measure	Unit Price	Vendor
Top Soil	Delivered	Cubic Yd. 5 cubic yd. min.	25.00	SOUTHERN LANDSCAPING MATERIALS
Top Soil	Pick Up	Cubic Yd.	21.00	

CATEGORY NO. 11: Infield Conditioner

Item	Description	Unit of Measure	Unit Price	Vendor
Infield Conditioner,	Delivered	50lb. bags	No Bid	Purchase from open market as needed

CATEGORY NO. 12: Infield Surface Material

Item	Description	Unit of Measure	Unit Price	Vendor
Infield Surface Material	Delivered	Ton	No Bid	Purchase from open market as needed

CATEGORY NO. 13: Top Dressing Sand

Item	Description	Unit of Measure	Unit Price	Vendor
Top Dressing Sand, 90% clean sand, 10% Canadian Peat	Delivered	Ton	No Bid	Purchase from open market as needed

CATEGORY NO. 14: Pine Bark Nuggets (Small)

Item	Description	Unit of Measure	Unit Price	Vendor
Pine Bark Nuggets (small)	Delivered	Cubic Yd. 5 cubic yd. min.	30.00	SOUTHERN LANDSCAPING MATERIALS
Pine Bark Nuggets	Picked-Up	Cubic Yd.	26.00	

CATEGORY NO. 15: Engineered Wood Fiber :

Item	Description	Unit of Measure	Unit Price	Vendor
Engineered Wood Fiber <u>Chips</u> , Playground Surfacing Materials	Delivered & Installed	Cubic Yd. 50 cubic yd. min.	39.00	I MULCH FL, INC.
Engineered Wood Fiber <u>Mulch</u> , Playground Surfacing Materials	Delivered	Cubic Yard	21.50	I MULCH FL, INC.

CATEGORY NO. 16: Pine Straw:

Item	Description	Unit of Measure	Unit Price	Vendor
Pine Straw	Delivered	Bale	4.50	SOUTHERN LANDSCAPING MATERIALS
	Picked-Up	Bale	4.00	

CATEGORY NO. 17: Pine Bark Nuggets:

Item	Description	Unit of Measure	Unit Price	Vendor
Pine Bark Nuggets (large)	Delivered	Cubic Yard 5 Cubic yard min.	30.00	SOUTHERN LANDSCAPING MATERIALS
Pine Bark Nuggets	Picked-Up	Cubic Yard	26.00	

SECOND AMENDMENT

This Amendment is made and entered into this 27th day of March, 2025, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Southern Landscaping Materials, Tarpon Springs, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on April 11, 2023, referred to as Pinellas County Contract No. 23-0077-B (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide Roadway and Landscape Materials for the County; and

WHEREAS, Section Thirty-Six ("Amendment") of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for renewal of the contracted goods and services, at the same prices, terms, and conditions;

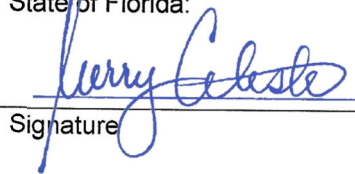
NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. In accordance with Section 5 ("Term of Agreement"), subsection B ("Term Extension"), the parties agree to exercise a twelve (12) month extension resulting in a new contract end date of April 10, 2026.
2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the State of Florida:


Signature

Merry Celeste
Printed Name

Purchasing Director
Printed Title

3/27/2025
Date

Contractor:


Signature

ROBERT M SAR
Printed Name

GENERAL MANAGER
Printed Title

3/20/25
Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 260002-C-PH, Motorola Radio Equipment and Maintenance (**Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Increase 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) from an estimated annual amount of \$150,000 to \$300,000, an increase 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. This increase will cover radios, dash cameras, and related equipment for eleven (11) new police patrol vehicles budgeted in FY25 and FY26 (see attached memo). 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. Purchase orders will only be issued against approved budgets.

Funding

Repairs and Maintenance – 001-1102-522.46-00
 Equipment/Operating Supplies – 001-1102-522.52-00
 Project No. PS2511 – 130-1090-521.64-00
 FY26 CIP Funds

Strategic Plan Objective



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 *JY*

Date: September 10, 2025

Ref: Request for Increase in File No. 260002-C-PH, Motorola Radio Equipment and Maintenance

The Police Department (PD) is requesting an increase of \$150,000 to File No. 260002-C-PH, Motorola Radio Equipment and Maintenance through December 2026. This request reflects an increase in the contract amount, and will cover radios, dash cameras, and related equipment for eleven (11) new patrol vehicles.

These resources are critical to officer safety, operational effectiveness, and accountability. In-car radios ensure uninterrupted communications with dispatch and other units during emergency situations, while dash cameras provide documentation essential for transparency, evidence collection, and public trust. Outfitting the new vehicles without these systems would severely limit their operational readiness and effectiveness in the field.

The proposed funding has been approved through IMPACT and pending approval in FY26 Capital Improvement Program (CIP) funds. By utilizing these sources, we will ensure that public safety operations remain fully equipped to meet the demands of our growing community.

Funding:
FY25 130-1090-521.64-00 Project# PS2511
FY26 CIP funds

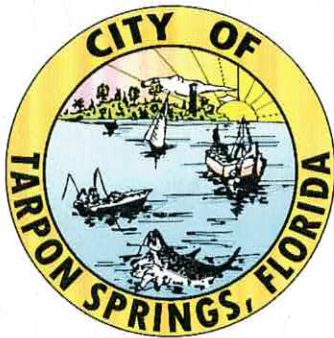


444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





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
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 8/12/2025
SUBJECT: Award File No. 260002-C-PH, Motorola Radio Equipment and Maintenance

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:

Repairs and Maintenance – 001-1102-522.46-00

Equipment/Operating Supplies – 001-1102-522.52-00

Accepted by: *[Signature]*
City Manager

Attest: *[Signature]*
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

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 *17*

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

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**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: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260013-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260013-N-PH, Single Source Purchase of Aquatech and Bucher Original Equipment Manufacturer (OEM) Parts and Service to Pat's Pump and Blower, LLC in an Estimated Annual Amount of \$90,000 for the period of October 1, 2025 through September 30, 2026 for the Public Works Department – Fleet Maintenance Division.

Background

The purpose of this contract is to provide parts and services for the Aquatech vehicles and street sweepers. The Aquatech vehicles are used to remove debris from the City's stormwater system and the sweepers are used to clean the streets and gutters. Pat's Pump and Blowers, LLC provides factory-trained service technicians (see attached memo). A single source notification was posted on the City's bidding website, Bonfire, and the Procurement Services Department received no challenges to this notification.

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Chris Cotta, Public Works Director *Chris Cotta*

From: Jake Schaff, Fleet Manager *Jake Schaff*

Date: September 15, 2025

Re: Authorize File No. 260013-N-PH, Single source purchases of Aquatec & Bucher OEM Parts and Service.

Recommendation:

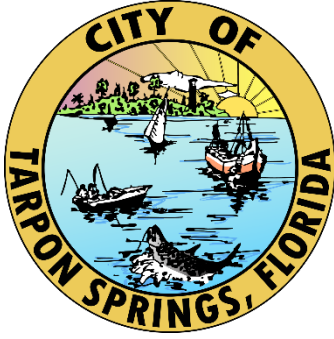
Authorize single source Contract File No. 260013-N-PH, with Pat's Pump and Blower LLC effective October 1, 2025, through September 30, 2026, in an estimated annual amount of \$90,000, for the Public Works Department- Fleet Maintenance Division (Fleet).

Background:

Authorization of this contract will allow Fleet to make as needed purchases of Aquatech & Bucher OEM parts and service required to maintain the City's vehicles. Pat's Pump and Blower LLC provides all necessary parts for our Aquatech vacuum trucks and street sweepers. We rely on their factory-trained service technicians for maintenance and support. The Aquatech vacuum trucks are used to clean and remove accumulated debris from the City's stormwater system, while the street sweepers help keep streets and gutters clear of debris.

Funding:

Funding will be determined as orders are placed.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

NOTICE OF INTENT TO SINGLE SOURCE

FILE NUMBER: 260013-N-PH

Aquatech & Bucher OEM Parts and Service

The City of Tarpon Springs intends to recommend the award of a single source purchase agreement for an Estimated Annual Amount of \$90,000.00 to Pat's Pump and Blower, LLC for Aquatech and Bucher OEM Parts and Service.

Contractors who believe they can meet or exceed the above-stated requirement must provide convincing technical data sufficient to support their position. The City of Tarpon Springs Procurement Services office must receive replies to this notice no later than close of business on September 26, 2025. After this date, an award will be made. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to City of Tarpon Springs Procurement Services, 324 E. Pine St., Tarpon Springs, Florida, 34689, Attention Patty Hall, CPPB, Senior Procurement Analyst, or email phall@ctsfl.us. For further information call (727) 943-4870.



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250207-C-PH, Video Surveillance System (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250207-C-PH, Video Surveillance System, to Blackwater Integration, LLC, in an estimated annual amount not to exceed \$70,000.00 for the period of October 1, 2025 through September 30, 2026 for the Public Works Department – Facilities Maintenance Division.

Background

On April 19, 2023, Hillsborough County, FL awarded Invitation to Bid No. 24092,1 for as-needed audio/visual technology managed services. The contract was competitively bid and is available for use by other governmental agencies. The contract between Blackwater Integration, LLC and Hillsborough County is effective through April 18, 2029.

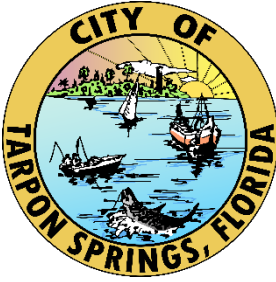
The purpose of this contract is to provide monthly preventative maintenance service for City-wide surveillance cameras, and to provide repair services on an as-needed basis (see attached memo). The requested authorization includes a \$10,000.00 contingency for any unforeseen labor and/or materials needed.

Funding

001-1203-539.34-00

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: Chris Cotta, Public Works Director *Chris Cotta*

From: Brandon Crum, Facilities Management Superintendent

Date: September 12th, 2025

Subject: Award File No. 250207-C-PH to Piggyback off Hillsborough County
Contract 24092, 1 for Video Surveillance System Maintenance with
Blackwater Integration

Recommendation:

It is recommended that the City award File No. 250207-C-PH to Piggyback off Hillsborough County Contract 24092, 1 with Blackwater Integration for Video Surveillance System Maintenance in the amount of \$70,000 per year for the length of the contract, starting October 1st, 2025 and ending September 30th 2026.

Background:

The City requires a contractor for emergency repairs of its surveillance system throughout the City used for public safety. This agreement would ensure that all surveillance issues will be addressed within 24 hours. The system will receive a preventative maintenance check every month and summary reports of findings will be given as problems are identified.

Funding:

Funding will be under account 001-1203-539.3400



blackwater integration

5245 Greenbriar Rd
Lakeland, FL 33810
Office: 863-559-9859
www.BlackwaterInt.com
martin@blackwaterint.com

Quote

DATE: September 5, 2025
Quote # CTS25-0630

-Customer Information-

Patty Hall, CPPB
Senior Procurement Analyst
City of Tarpon Springs
phall@ctsfl.us
727.943.4870 | ext 2233

QTY	MANUFACTURER	MODEL	DESCRIPTION	UNIT NET	TOTAL NET
12	Blackwater	Labor - FTE	Blackwater Monthly Labor FTE	\$ 5,000.00	\$ 60,000.00
0	Blackwater	Labor - Hourly	Blackwater Labor Hourly Fee (Used only as needed)	\$ 72.00	\$ -
			Conduct one preventive maintenance visits each month to maintain optimal system performance. Maintain a response time of 24-hours for any issues that arise. Additionally, provide a summary report of findings whenever problems are identified and resolved within the system		
			The attic stock plan will be maintained by the city and a initial list of supplies will be submitted for approval. As supplies are used a report will be generated to restock used items.		
			Additional labor will be necessary when operating a lift or bucket truck to ensure safety compliance. Mileage will be billed using the IRS rate currently at .70 cents per mile.		
			Anticipated start date of October 1, 2025		
Quote Total				\$	60,000.00

Change Orders

For any additions or changes to the Work, a Change Order Document listing the additional scope of work, equipment and installation cost will be presented to the Customer for approval of the additional work and equipment requested.

Interest on Overdue Accounts

For the purpose of this clause:

(a) "Due Date" means the date of the invoice from the Supplier and submitted for payment of an amount due and payable; (b) An amount is "Due and Payable" when it is due and payable by Purchaser to the Supplier in accordance with the terms of the Agreement;(c) An amount becomes "Overdue" when it is unpaid on the first day following the day upon which it is due and payable.

Purchaser shall be liable to pay Supplier eighteen (18) percent per annum on any amount that is overdue; from the date such amount becomes overdue until the day prior to the date of payment, inclusive.

Michael Martin

Submitted By: Michael Martin
Broadcast Engineering Services

9/5/2025

Date

Accepted:

Terms: Net 30
Freight: Actual on Delivery
Ship VIA: Best Way
Valid Until: 10/5/2025

Date



Agenda Item Cover Sheet

Agenda Item N^o. A-36

Meeting Date 4/19/2023

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: Award a six (6) year contract to the only responding bidder for ongoing and as-needed audio/video technology managed services (24092,1) for the Thirteenth Judicial Circuit Court (Administration) at a total cost of \$2,484,000.00.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
Kevin Brickey	4/7/2023	Scott Stromer	4/6/2023
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	4/7/2023	Sacha Brown-Taylor	4/6/2023
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:

Award a six (6) year contract to the only responding bidder, Blackwater Integration, LLC, for ongoing and as-needed audio/video technology managed services (24092,1) for the Thirteenth Judicial Circuit Court (Administration) at a total cost of \$2,484,000.00. The subject services will include audio/visual recording and monitoring, management operations support, system troubleshooting, technology maintenance and support, and operation of applications that support centralized recording systems and associated equipment for the Thirteenth Judicial Circuit Court and associated entities. In this case, no participation goal or set-aside was established for this procurement due to limited availability. All Certified Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBE) and Registered Small Business Enterprise (SBE) firms in this work category were solicited. While no participation goal or set aside was established, the opportunity to submit a bid as a prime vendor was available to these firms. Funding for this procurement is available in the requesting agency's approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:

Funding for this procurement is available in the requesting agency's approved budget, and purchase orders will only be issued against approved budgets.

Background:

The recommended award amount is approximately 35% (\$1,339,200.00) lower than the requesting agency's estimate. Transparency was achieved using competitive sealed bidding for this procurement. While more competition is always preferred, this particular contract represents an 11% (\$301,800.00) reduction in the overall cost compared to the current contract. The limited competition appears to be due to a lack of qualified and experienced vendors able to provide the level and breadth of required service. The difference in the cost between the agency's estimate and the recommended award amount is likely due to the reduction of full time equivalent (FTE) positions required from five (5) to only three (3) per month. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract

[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments: Department Recommendation, Economic Development Compliance Memorandum, Bid Summary, Contract Documents



PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 272-5790 | Fax: (813) 272-6290

**BOARD OF COUNTY
COMMISSIONERS**

Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

DATE: March 6, 2023

TO: Carrie (Yoakum) Reynolds, Project Manager,
Thirteenth Judicial Circuit Court (Administration)

FROM: Sakina Ford, Sr. Procurement Analyst

SUBJECT: Recommendation for Award for RFQ No. 24092,1,
Audio Video Technology Managed Services/Estimate: \$3,823,200.00

Response Due Date to Procurement: March 13, 2023

1. Bidder Name/Price: Blackwater Integration, LLC / \$2,484,000.00
2. Reference checks are satisfactory: ☒ YES ☐ NO (If no, provide an explanation)
Click or tap here to enter text.
3. Recommend award as responsive/responsible bidder: ☒ YES ☐ NO (If no, provide an explanation)
Click or tap here to enter text.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection.
The Courts will award to the low and responsive bidder.
6. Provide a description of what is being procured that you would like communicated to the approver(s)
(e.g. County Administrator or Board of County Commissioners).
Click or tap here to enter text.
7. Provide a description of the expected outcome of this procurement that you would like communicated
to the approver(s) (e.g. County Administrator or Board of County Commissioners).
Sufficient funds in 10120 – 100305 - 7130
8. Funding: ☒ Operating ☐ Grant: Grant Title ☐ Capital Project No(s): Click or tap here to enter text.

Fiscal Approved By: Robert Snyder

Date: 03/09/2023

Recommendation Approved By: L. Kevin Bowen

Department Director

Date: 03/09/2023

Enclosure



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250217-C-PH, Emergency Lighting and Accessories (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250223-C-PH, Emergency Lighting and Accessories, utilizing Hillsborough County Sheriff's Office Contract No. 2024-025 with Enforcement One, Inc., effective October 1, 2025 through January 12, 2028 in an estimated annual amount of \$600,000.00 for the Public Works Department – Fleet Maintenance Division.

Background

On January 13, 2025, Hillsborough County Sheriff's Office awarded a contract for Emergency Lighting and Accessories to Enforcement One, Inc. This contract is effective for a three-year period through January 12, 2028. The contract with Hillsborough County Sheriff's Office 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 supply emergency and safety lighting equipment and related accessories for new Police, Fire and City vehicles (see attached memo).

Funding

Funding will be determined as orders are placed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Chris Cotta, Public Works Director

From: Jake Schaff, Fleet Manager

Date: September 4, 2025

Re: Award File No. 250217-C-PH, Emergency Lightings and Accessories, utilizing Hillsborough County Sheriff's Office Bid No. 2024-025.

Recommendation:

Award File No. 250217-C-PH to Enforcement One utilizing Hillsborough County Sheriff's Office Bid No. 2024-025 for emergency lighting and accessories, effective October 1, 2025, through January 12, 2028, in an estimated annual amount of \$600,000, for the Public Works Department-Fleet Maintenance Division (Fleet).

Background:

Authorization of this contract will allow Fleet to procure Whelen emergency and safety lighting equipment, along with related accessories, for new Police, Fire and City vehicles. In addition to outfitting new vehicles, the contract will also support the purchase of parts and services necessary to repair, upgrade or refit existing City-owned vehicles with Whelen lighting systems. Enforcement One is a master distributor and certified upfitter of Whelen Equipment in the Tampa Bay Area.

Funding:

Funding will be determined as orders are placed.



January 9, 2025

Aaron Watkins
awatkins@enforcementone.com
Enforcement One Inc.
381 Roberts Road
Oldsmar, Florida 34677

RE: Invitation to Bid 2024-025 *Emergency Lights and Accessories*

Dear Aaron Watkins:

Thank you for responding to the above-referenced solicitation. The bids have been evaluated and an award has been made to your company effective January 13, 2025. The published solicitation tabulation sheet is available at TeamHCSO.com, and enclosed for your convenience.

There is a 72-hour dispute period as described in Section 3, Paragraph 12 of the solicitation.

If you have any questions, please direct them to Marianne Theen at MTheen@TeamHCSO.com, or Purchasing@HCSO.Tampa.FL.US.

Sincerely,

William V. Spinelli, CPA
Chief Financial Officer

WVS/mt

Enclosure



BID 2024-025
Emergency Lights and Accessories

BID NUMBER: 2024-025 Emergency Lights and Accessories Opened: December 19, 2024 15:00 EST Initial Award: January 13, 2025 - January 12, 2028 Change Order #: N/A Renewal 1 EXP: Renewal 2 EXP: Renewal 3 EXP: Terms: Three (3) Year Initial Award Optional: Three (3) Bi-Annual (2 YR) Renewals	HCSO Supplier SI-301295 CMJ Enterprises LLC 175 S. 11th St. Lindenhurst, NY 11757 Chris Mollish (516) 234-3588 cmollish@cmjemergencylighting.com	HCSO Supplier SI-233855 Dana Safety Supply, Inc. 3810 W. Osborne Ave. Tampa, FL 33614 Mark Sevigny (813) 348-4866 bids@danasafetyssupply.com	HCSO Supplier SI-260941 Enforcement One Inc. 381 Roberts Rd. Oldsmar, FL 34677 James Warrell (727) 816-9833 sales@enforcementone.com	HCSO Supplier SI-301296 ProLogic ITS, LLC 106 Northpoint Parkway Building 2, Suite 350 Acworth, GA 30102 Cheryl Cox (866) 923-0513 inside.sales@prologicits.com	HCSO Supplier SI-301221 Tier 3 Electronics, LLC 2611 Sammonds Rd. Plant City, FL 33563 Bryan J. Perez (813) 585-9421 tier3electronics@gmail.com
HIGHLIGHTED AREAS INDICATE AWARD.					
DESCRIPTION	PERCENTAGE DISCOUNT FROM LIST				
911 Circuits	No Bid	10%	35%	No Bid	No Bid
Brooking Industries	No Bid	38%	No Bid	No Bid	No Bid
Federal Signal™	20%	No Bid	No Bid	48%	No Bid
Gamber Johnson®	No Bid	41.90%	30%	33%	No Bid
Go Rhino®	No Bid	27.40%	25%	No Bid	No Bid
Havis®	20%	45.20%	36%	No Bid	No Bid
Lund® Industries	10%	15%	10%	No Bid	No Bid
OPS Public Safety®	No Bid	25%	No Bid	No Bid	No Bid
Panorama® Antennas	No Bid	20%	No Bid	22%	No Bid
Pro-Gard™	15%	35.50%	20%	No Bid	No Bid
SETINA®	11%	28%	20%	No Bid	No Bid
SoundOff Signal®	16%	50%	35%	No Bid	No Bid
Streamlight®	11%	40.20%	10%	47.35%	No Bid
Tuffly Security Products®	No Bid	20.10%	No Bid	No Bid	No Bid
Whelen®	36%	22.60%	42%	No Bid	No Bid
CMJ Custom Cabinets	10%	No Bid	No Bid	No Bid	No Bid
Jotto	No Bid	No Bid	No Bid	25%	No Bid
Innovative	No Bid	No Bid	No Bid	25%	No Bid
Relevant accessory brands not specifically mentioned in Bid	No Bid	5%	(cost plus 15%)*	(cost plus 15%)*	No Bid
LABOR RATE FOR INSTALLATION:					
Not to Exceed	NTE \$89.00 / HR	NTE \$95.00 / HR	NTE \$90.00 / HR	NTE \$45.00 / HR	NTE \$75.00 / HR
WARRANTY:					
▶ 5 YR on All Labor ▶ 10 YR Whelen Products ▶ 2-5 YR All Other Manufacturers ▶ Lifetime on CMJ Custom Cabinets ▶ Will honor and support all supplied products for the warranty period specified by each manufacturer. ▶ Warranty period may vary by Manufacturer and product line. ▶ Addition information provided by Supplier at request. ▶ Warranty as per product Manufacturer. ▶ Labor warranty is for the life time of the vehicle for fault and/or failure. ▶ Warranty as per product manufacturer. ▶ Labor warranty is 1 year. ▶ Lifetime warranty on all installations.					
NOTES:					
Federal Grant Compliance - Signed	Yes	Yes	Yes	Yes	Yes
EXCEPTIONS:					
	None	None	* Relevant Brands quoted cost plus in lieu of discount from list	* Relevant Brands quoted cost plus in lieu of discount from list	None

Hillsborough County Sheriff's Office
Financial Services Division
Purchasing Section

Sheriff's Operation Center
2008 East Eighth Avenue
Tampa, Florida 33605



HILLSBOROUGH COUNTY SHERIFF'S OFFICE

CHAD CHRONISTER, SHERIFF

Invitation to BID 2024-025

Emergency Lighting and Accessories

November 13, 2024

Chad Chronister,
Sheriff of Hillsborough County,
a Constitutional Officer of the State of Florida

By: _____

A handwritten signature in black ink, appearing to be "W. Spinelli", written over a horizontal line.

William V. Spinelli, CPA
Chief Financial Officer

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Section 1 Introduction and Instructions

1.1 Bid Overview.

Subject: Invitation to Bid 2024-025
Bid Title: Emergency Lighting and Accessories
Buyer: Marianne Theen, MTheen@TeamHCSO.com
Bid Opening: December 19, 2024 15:00
Bid Opening Place: Sheriff's Operation Center, 2008 East 8th Avenue, Tampa, Florida 33605

The purpose of this Invitation to Bid ("Bid") is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Office of the State of Florida (Sheriff), in establishing contracts with manufacturer's authorized dealers with the intent to provide best and broadest possible selection of emergency lighting, related accessories and installation for the Hillsborough County Sheriff's Office ("HCSO") fleet vehicles as well as Participating Public Agencies. Any reference to the "Work" throughout this document is defined to be inclusive of the Scope of Work and any related performance detailed herein.

1.1.1 Proposed Schedule.

The Bid schedule set out herein represents the Hillsborough County Sheriff's Office's (HCSO or Buyer) best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt, is delayed, the rest of the schedule may shift accordingly. All times are Eastern Standard Time.

Issue Date: Advertisement/Website Publication/etc.	November 24, 2024 00:00
Letter of Intent and Questions and Clarifications Deadline	December 12, 2025 12:00
Deadline for Receipt / Bid Opening	December 19, 2024 15:00
Award Target Effective Date	January 13, 2025 00:00

1.1.2 This Bid does not, by itself, obligate the HCSO.

The HCSO's obligation will commence when the contract is awarded. Upon written notice to the Bidder, the HCSO may set a different starting date. The HCSO will not be responsible for any Work commenced, even in good faith, if it occurs prior to the contract start date set by the HCSO.

1.2 Contract Documents.

During award procedures, the Bid, its attachments, its amendments, and Bid package submitted by the Bidder will become incorporated into an agreement that becomes the "Contract Document." This agreement will require the signatures of the Bidder and either the signature of the Sheriff, Chief Deputy, or the Chief Financial Officer to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this ITB for review. The final executed agreement may have differing terms due to corrections and/or negotiations. All Bid Packages become the property of the HCSO and will not be returned to the Bidder. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's response. In all other matters not affected by the written clarification, if any, the Bid and all amendments thereto shall govern. The Bidder is cautioned that his Bid shall be subject to acceptance without further clarification.

Bidders selected for award of a contract will be required to execute a written agreement with HCSO (see attached Exhibit A). Only those modifications the Bidder indicates in its response will be available for discussion. Much of the language in the Contract reflects State of Florida and HCSO legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Florida law or HCSO Policy may result in the Bid being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Bidder must submit the requested modifications or exceptions to the award contract along with the exceptions to bid, see section 5.3 for more information. Exceptions must:

- Clearly identify the affected article and section, and
- Clearly note what language is requested to be modified. Unclear requests will be automatically denied.

Only those exceptions that have been accepted by HCSO will be included in the contract document provided to the Awarded Supplier for signature.

If a Bidder receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at HCSO's sole discretion, the contract award may be revoked.

1.3 Bid Response Submission.

Bids will be received until the time and date shown and will be read aloud immediately thereafter. A video recording of the physically received, electronically submitted or otherwise accepted Bid participants will then be posted to the (HCSO) website at <https://TeamHCSO.com/Purchasing>. To support the evaluation of your Bid Response, please refer to the BID CHECKLIST. **Respondents that do not follow submittal instructions may be declared non-responsive and eliminated from consideration.**

Responses may be submitted by hand-delivery, United States Postal Service (USPS), commercial shipment or electronically at DemandStar.

The completed APPENDIX I (Supplier Application Packet) must be returned, with all the documentation listed therein, with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

- 1.3.1 Physical submitted Bids must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East Eighth Avenue, Tampa Florida 33605.

To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, Date, and Time of Bid Opening) on the outermost envelope or packaging material – See 5.8 Packaging Label.

- 1.3.2 Electronic bids may be submitted through a secure mailbox at DemandStar www.demandstar.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches DemandStar before the closing date and time.

- 1.3.3 When appropriate, respondent should provide one (1) clearly marked redacted copy.

- 1.3.4 If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the Bid Response, contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response.

1.4 Bid Delivery.

The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the USPS or a delay caused by any other occurrence, or any other method of delivery. Bids must be received no later than the date and time listed herein. Late Bids or amendments may be disqualified, not opened, or accepted for evaluation when applicable.

1.5 Bid Submittal Costs.

Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.

1.6 Communication Between Parties.

All questions in regard to this Bid are to be directed, in writing, to the Buyer listed in Section 1.1. No communication is allowed, either directly or indirectly, with any other HCSO employee outside of the Purchasing Section regarding this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question and Answers (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved. Any modifications or alterations to the original document language will be cause for the rejection of a Bid.

1.7 Amendments to the Bid.

If an amendment is issued, it will be provided to all who have notified the Buyer of their intent to Bid and have also attended the pre-bid conference, as applicable. It will also be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>.

1.8 Amendments to Bids.

Amendments to or withdrawals of submitted Bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of the Bids.

1.9 Modification or Withdrawals of Bids.

A Supplier may submit a modified Bid to replace all or any portion of a previously submitted Bid until the due date and time of the Bid Opening listed in the Bid Calendar. Modifications received after the Bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the Contract Award. If a Supplier must withdraw the Bid, the Supplier must contact HCSO immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

1.10 Prices.

All Bids submitted must show the net Bid price after any allowable discounts have been deducted.

Prices are to be Free on Board (F.O.B.) Destination.

All Prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees.

The HCSO is exempt from all Florida State Sales, Use, Transportation, and Excise taxes. The HCSO will issue tax exemption certificates to the Awarded Bidder(s).

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the Bid Response as part of the materials cost, when applicable.

1.11 General Bidder Qualifications.

Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Suppliers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the Contract by the Supplier, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Supplier. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the Work specified within the Bid.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the HCSO.

The HCSO may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Supplier, including past performance with the HCSO in making the award.

The HCSO may inspect the Supplier's facility prior to the award of contract. Bids will only be considered from companies which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the Bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the Bid Response for evaluation.

1.12 Documented Past Performance with the HCSO.

Bidders are informed that documented past performance with the HCSO may be considered in determining Bidder responsibility and responsiveness. Bidders with a history of poor performance with the HCSO may be deemed non-responsive to this solicitation.

1.13 Exceptions to Bid.

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the terms contained therein. Such deviations should be stated upon the Bid Response or appended thereto, see section 5.3. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the Bid Response, said Bid Response may be rejected.

1.14 Currency.

All transaction amounts, bids, quotes, provisions, payments, or any part of this contract relating to currency are to be made in United States Dollars

1.15 Best Commercial Practices.

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.16 Bid Errors.

When errors are found in the extension of Bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.

1.17 No Bid.

If you do not wish to submit a response to the Bid, please fill out and return the Statement of No Participation contained in Section 5. The information garnered is helpful to better the HCSO Bid process and assures the HCSO you wish to remain on the HCSO Supplier list.

1.18 Subcontracting.

No portion of the Work shall be subcontracted without prior written approval of the HCSO. The Awarded Supplier(s) may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided in the written contract between the HCSO and Awarded Supplier. This statement prohibits subcontracting overall management obligations pertaining to the Work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations.

1.19 Required Review.

Respondents should carefully review this Bid for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the Buyer at least 5 business days before the deadline for the receipt of Bids. This will allow time for the issuance of any necessary amendments.

1.20 Time for Consideration.

Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.

END OF SECTION

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Section 2 Specifications and Scope of Work

2.1 Requirements.

The objectives of this Bid include furnishing and delivering various types of emergency lighting and equipment for installation in HCSO vehicles. The intent of this Bid is to secure a percentage discount from the list price of each manufacturer indicated in the Bid Response (Section 5), in order to alleviate modifying requirements or items currently utilized based on changes in vehicle types or future technology. List pricing must be available via printed publication or online. Installation of components may be included in the request.

2.2 Background.

The HCSO maintains a large vehicle fleet which is outfitted with various law enforcement lighting and accessories. A previous bid 16-20, for like requirements, incurred roughly \$1.25 million in expenditures during the agency's last fiscal year. It is of paramount importance to keep the agency vehicles equipment in working order and amongst our community. New vehicles are outfitted with all necessary equipment, and in-service vehicle equipment must be maintained in working order, so the reliable availability of these various components at a reasonable price is required.

2.3 Florida Sheriffs Association Cooperative Purchasing Program.

HCSO has partnered with the Florida Sheriffs Association (FSA) to make the Awarded Contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices and payments between the Awarded Supplier and an Eligible Purchaser, as described in 3.15 of this solicitation, will occur directly between the Participating Supplier and each Eligible Purchaser individually. The Participating Supplier must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Awarded Suppliers for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

- 2.3.1 **Supplier Contact Information:** The Supplier shall maintain current contact information with HCSO and FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the Contract, the Supplier must notify HCSO immediately.
- 2.3.2 **Funding:** In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.
- 2.3.3 **Contract Period:** The Contract shall be effective for three (3) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Contract extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so.

- 2.3.4 **Contract Extension:** The contract may be extended by mutual agreement for up to three (3) additional two (2) year periods. HCSO reserves the right to execute a contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of HCSO.

The Supplier may request price adjustments for contract extensions as provided for herein. If no request is received from the Supplier, the HCSO will assume that the Supplier has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation. In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

- 2.3.5 **Purchase Orders:** To initiate a purchase, a purchase order must be issued to the Supplier, which includes:
- HCSO contract title and number;
 - List of items purchased
 - And the following Purchaser information: Purchaser name, contact name, phone number, and email address.

The Supplier's acceptance of a purchaser's order will indicate that the Supplier agrees to deliver an awarded item that will be fully compatible with all of its options. The Supplier shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Supplier's expense.

For orders received from Eligible Purchasers, a Confirmation of Order form or written affirmation of order shall be completed by the Supplier and provided to the purchaser 15 calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Supplier from the Eligible Purchaser.

If a Supplier receives a purchase order for an item for which they were not awarded, the Supplier must notify the Eligible Purchaser and return the purchase order to the Eligible Purchaser within three (3) business days.

The Supplier must submit electronic copies of Purchase Orders within 15 calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Supplier after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Supplier and cause for the delay. Purchase Orders should contain the following required information:

Purchaser name, Purchase order number, Purchase order issue date, FSA CPP contract title and number, Item description, Item price, Options by item, and Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Supplier must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If an Eligible Purchaser does not use purchase orders, written communication from the Eligible Purchaser to the Supplier will be provided to FSA CPP.

2.3.6 Quarterly Reports:

Quarterly reports are the contractual responsibility of each Supplier. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Supplier for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Supplier has no sales within a quarter, the Supplier shall indicate “No sales this quarter” on the top row of the sales worksheet. If the Supplier has no deliveries in a given quarter, the Supplier shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Suppliers of the method by which future quarterly reports are to be submitted.

2.3.7 Administrative Fee: The FSA CPP charges three quarters of one percent (.0075) to administer the Contract. The administrative fees are the contractual responsibility of each Awarded Supplier.

After receipt of payment from contract purchases, the Supplier shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Supplier fails to incorporate the administrative fee in its Bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Exhibit B. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

- 2.3.8 **Liquidated Damages:** The Supplier warrants that the item supplied to the Eligible Purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Supplier responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Suppliers failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

When quarterly reports are late, liquidated damages are to be included in Supplier's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Supplier agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Supplier agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Supplier's failure to take the specified actions.

- 2.3.9 **Equipment Recalls:**

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this Contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

- 2.4 **Frequency.**

Work will be requested of the Awarded Supplier(s) on an as needed when needed basis.

2.5 Location of HCSO Work.

Delivery of requested components and any installation, if applicable, will be made at the following location:

Hillsborough County Sheriff's Office
Radio Services
2214 N. Falkenburg Road
Tampa, Florida 33619

Adequate workspace, adequate lighting, and access to electricity will be provided. Reasonable accommodations will be considered upon an approved written request by the HCSO.

2.6 Minimum Qualification Requirements.

The Bidder must meet the following minimum qualification requirements. Bidders that do not meet these minimum requirements will not be considered.

- 2.6.1 Bidders must provide verification as an authorized distributor, dealer, or reseller of brands submitted for discount.
- 2.6.2 Bidders must be registered to do business in the State of Florida by time of Award.
- 2.6.3 Bidders must offer a minimum of one discount percentage rate from the manufacturer's list price (MSRP) of any of the following brands:
- 911 Circuits
 - Brooking Industries
 - Federal Signal
 - Gamber Johnson
 - Go Rhino®
 - Havis
 - Lund Industries
 - OPS Public Safety
 - Panorama Antennas
 - Pro-Gard™
 - SETINA
 - SoundOff Signal®
 - Streamlight
 - Tuffy Security Products
 - Whelen®
- 2.6.4 Bidders may be required to furnish evidence in writing that they maintain a permanent place of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining the ability to meet terms and conditions as set forth herein.
- 2.6.5 Bidders shall have engaged in business within Hillsborough County area for a period of no less than the past five (5) years and shall provide references upon request.
- 2.6.6 Bidders must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.
- 2.6.7 Bidders shall employ only qualified operators and workers who are skilled in the performance of the Work. All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policies and procedures which include the prohibition against the use of any tobacco products on any HCSO property.
- 2.6.8 The Bidder shall have proper tools, equipment, facilities, and any other requirement to successfully perform the Work. All equipment necessary to perform work under this contract which requires certification with the State of Florida shall be current.
- 2.6.9 By signature on their Bid Package, the Bidder certifies that all services provided under this contract by the Bidder (and all potential subcontractors, if approved) shall be performed in the United States.

2.6.10 Subcontracting for this project will not be allowed.

2.6.11 Contract Personnel. Any change of the key project team members or Emergency Points of Contact named in the Bid must be approved, in advance and in writing, by the Project Manager. Changes that are not approved by the HCSO may be grounds for the HCSO to terminate the contract.

END OF SECTION

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Section 3 General Process Information

3.1 Supplier Diversity.

Sheriff's Office shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to ADA. To ensure the maximum participation in posted HCSO solicitations, The Purchasing Office submits every bid posting to the Office of Supplier Diversity (OSD). OSD then shares the posted opportunities with OSD certified Suppliers to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) Suppliers in the area while also expanding the overall participation rate for DM/DWBE and SBE Suppliers overall providing greater opportunities to disadvantaged businesses.

3.2 Disadvantaged Businesses.

As part of the solicitation process, the HCSO makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

The HCSO takes necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. The HCSO will:

Evaluate whether small, minority and women's businesses are potential sources,

Place those qualified small and minority businesses and women's business enterprises on solicitation lists,

Search the Small Business Administration, Minority Business Development Agency and Labor Surplus Area reports for additional potential sources.

Suppliers are instructed to self-certify in their Bid Response whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise and disadvantaged business.

3.3 Underwriters' Laboratories.

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

3.4 Condition of Materials and Packaging.

Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment, and in compliance with all applicable laws relating to construction, packaging, labeling and registration.

3.5 Acceptance and Rejection.

The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

3.6 Next Best Bidder.

In the event of a default by the Awarded Supplier, or cancellation by the HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Supplier shall be required to provide the Bid items at the prices as contained in their Bid Response, for the remainder of the award period.

3.7 Addition/Deletion.

The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the item added accompanied by the Awarded Supplier's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

3.8 Award.

Award shall be made to the most Responsive and Responsible Bidder meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Award may be made to more than one (1) Bidder to ensure that work is completed in a timely manner.

If the HCSO awards the entire bid, or line items, to more than one (1) Bidder, then orders will be placed as needed. The determination of which Awarded Supplier the HCSO will place an order with will be decided based upon price, lead times, and other operational needs at the time of the order.

Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award. All Bidders responding with a Bid will receive a copy of the Bid tabulation.

Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website at <https://TeamHCSO.com/Purchasing>

In the Event two (2) or more Bidders have submitted the lowest and best Bids, preference may be given in the Award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

- 3.8.1 The HCSO may, at its sole discretion and in its best interest, allow the Bidders to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide all of the above contract requirements may render the Bidders proposal non-responsive.

3.9 Determination of Responsiveness.

Determination of responsiveness will take place at the time of Bid Opening and evaluation. In order to be deemed a responsive Supplier, the Bid must conform in all material respects to the requirements stated in the Invitation to Bid.

3.10 **Responsible Supplier Criteria.**

Bids will be evaluated to determine if qualifications and contract requirements are met. Bid Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as non-responsive. The HCSO will not request documentation or consider a Supplier's social, political or ideological interests in determining if the Supplier is a responsible Supplier. HCSO will not give preference to a Supplier based on the Supplier's social, political or ideological interests.

Suppliers whose responses, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Supplier, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with HCSO contracts or other similar government contracts;
- Ability to provide excellent customer service, including on previous HCSO contracts; and
- Any other information relevant to the responsibility of a Supplier of which HCSO is aware.

In addition to the requirements set forth by these Terms & Conditions, HCSO reserves the right to request staffing, performance and financial information from any Supplier during the evaluation process.

HCSO reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Suppliers are responsive and responsible.

HCSO further reserves the right to limit participation of Suppliers who, in HCSO's sole discretion, are determined to present responsibility concerns that call into question the Supplier's ability to perform but that do not rise to the level of requiring rejection of the Supplier as non-responsible.

3.11 **Basis for Award:**

The HCSO intends to award this requirement to multiple Suppliers. HCSO shall make award to the qualified, responsive and responsible Supplier(s) who submitted the highest percent off the manufacturer's suggested retail price or MSRP.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

3.12 **Protests.**

Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of Award, or notice of rejection, for any or all Bids, must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

- 3.12.1 The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issue. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

3.12.2 The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the protesting Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

3.13 Delivery.

Product(s) ordered shall be delivered in accordance with time periods for delivery identified in Bid Response. Failure to do so shall be considered a breach of Contract, or default, and the HCSO may utilize its options as stated herein.

Deliveries resulting from this Bid are to be made during the normal business hours of the HCSO. It is the Bidder's responsibility to obtain this information.

Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

3.14 Claims.

The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

3.15 Invoicing and Payments.

Invoicing and payments shall be the responsibility of the Supplier and Eligible Purchaser placing orders using this Contract. Suppliers must invoice each Eligible Purchaser independently. The Supplier shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Supplier invoices, the HCSO encourages Eligible Purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

The Bidder shall invoice the HCSO for Work completed and/or items delivered. All invoices must have a unique invoice number and shall include the HCSO Purchase Order (PO) number. Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US.

3.15.1 At a minimum all invoices for Work completed shall include:

- Site location where Work was performed.
- Description of Work completed.
- A statement that all Work completed meets state and local codes.
- Costs for supplies, parts and equipment use plus percentage markup (cost + percentage markup). Supporting documentation for the Bidder's parts cost must be readily available to the HCSO for review.
- Labor hours by labor type, labor hourly rate, and labor total (labor hours x labor rate).

3.15.2 At a minimum all invoices for items/materials delivered shall include:

- Ship-to location
- Items shipped, including quantity and stock number.
- For items priced using a percentage factor, the invoice must include the base price, the percentage factor, and the final price. Supporting documentation for base prices must be readily available to the HCSO for review.

3.15.3 ACH and HCSO Purchasing Card (P-Card) are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.Tampa.FL.US.

3.15.4 Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the Bidder's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

3.16 Renewal.

Prior to the expiration of the Initial Term of the Agreement or any subsequent renewals, upon written mutual agreement between the HCSO and the Awarded Supplier, the contract may be extended for up to two (2) additional two-year periods. Contract extensions that do not alter any terms and conditions outlined in the awarded contract or this ITB may be executed by the procurement office through a renewal process. Renewals involve a bilateral signature process, whereby both parties can extend the contract's duration under the same terms and conditions, or with an added price increase. Any modifications to the terms and conditions stated in the awarded contract or the ITB require written mutual consent between the HCSO and the Awarded Supplier, in the form of an amendment to this awarded contract. In the event the HCSO fails to exercise an option to renew, the Agreement shall continue in full force on a month-to-month basis unless the buyer communicates in writing that the contract will not be renewed.

3.17 Escalation/De-escalation in Pricing.

The HCSO will allow an escalation/de-escalation provision in this solicitation. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded Supplier(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 30, but no more than 60, calendar days prior to the end of each two (2) year renewal period for which the solicitation was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the Bidder and can be no more than the percentage of increase passed through to the Awarded Supplier by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the solicitation Bid versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation documentation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

3.18 Right to Audit.

Supplier shall establish and maintain a reasonable accounting system that enables HCSO, FSA and FSA CPP, hereafter referred to in this paragraph collectively as "Auditors", to readily identify Supplier's sales. Auditors and their authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Supplier, including, but not limited to those kept by its employees, agents, assigns, successors, sub-Suppliers or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Suppliers, bid recaps, etc.);
- Original estimates, quotes or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence

Supplier shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this contract. At the Supplier's expense and upon written notice from Auditors, the Supplier shall provide such records for inspection and audit by the Auditors or their authorized representatives. Such records shall be made available to the Auditors during normal business hours within three (3) business days of receipt of the written notice. Auditors may select the Supplier's place of business or offsite location for the audit. The Auditors may also request the Supplier provide requested records via e-mail.

Supplier shall ensure Auditors have these rights with Supplier's employees, agents, assigns, successors and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any sub-suppliers to the extent that those subcontracts or agreements relate to fulfillment of the Supplier's obligations to the Auditors.

Professional fees, personnel costs and travel costs incurred by the Auditors under their authority to audit and not addressed elsewhere will be the responsibility of the Auditors. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Supplier to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Supplier shall reimburse the Auditors for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation or non-performance, Auditors may recoup all the costs of the audit work from the Supplier.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Supplier's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of the Auditors findings to Supplier. Auditors have the right to assess damages or seek reimbursements or refunds based on audit results.

3.19 Licenses and Permits.

The Supplier shall obtain and pay for all licenses, permits and inspection fees for this Bid Response and any resulting contract. Where Suppliers are required to enter or go onto HCSO, FSA or purchaser property to deliver materials or perform work or services as a result of a Bid Award, the Supplier will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Supplier must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

3.20 Performance Bonds.

HCSO or Eligible Purchasers may request a performance bond from a Supplier. Performance bonds are recommended with prepayment and will be at the expense of the requesting agency. Suppliers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

3.21 Independent Preparation.

A Supplier shall not, directly or indirectly, collude, consult, communicate or agree with any other Supplier as to any matter related to the Bid Response each is submitting. Additionally, a Supplier shall not induce any other Supplier to modify, withdraw, submit or not submit a Bid Response.

Suppliers who are found to have engaged in these acts will be considered non-responsive and will be suspended or barred from Bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the HCSO may be reported to relevant law enforcement and/or prosecutorial agencies.

Suppliers may submit multiple Bids without violating this provision, provided that each Bid is from a different manufacturer and product line. Multiple Bids from dealerships with the same ownership for the same manufacturer and product line are subject to the approval of the HCSO. HCSO's approval will be determined based on the best interests of the HCSO or the Eligible Purchasers.

3.22 Default.

The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of contract terms. An award may be made to the next best responsive Bid and responsible Supplier based on evaluation, or if in the best interest of the HCSO and Eligible Purchasers, other qualified sources. Failure of the Awarded Supplier(s) to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Awarded Supplier(s) who default on Contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO. A defaulting Supplier may be held liable for costs incurred by the HCSO in procuring replacement products.

3.23 Non-Performance.

By virtue of the Bid Response, Supplier acknowledges its obligation to sell items for which it is awarded. Upon award, failure of the Supplier to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Supplier agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future Bids at the HCSO's discretion.

The Supplier shall at all times during the contract term remain responsive and responsible. In determining Supplier's responsibility, the HCSO shall consider all information or evidence that demonstrates the Supplier's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Suppliers that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The HCSO, at its sole discretion, may remove a non-compliant Supplier from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future Supplier participation by items, or other actions as determined by HCSO at its sole discretion.

At HCSO's discretion, Suppliers may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the HCSO.

In situations where there is evidence that the Supplier has engaged in egregious breaches of the Contract with respect to either the HCSO and/or the Eligible Purchaser, the Contract can be terminated and the Supplier will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of HCSO.

Specific conditions for termination include, but are not limited to, failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Supplier installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Supplier presented with a valid Purchase Order consistent with Supplier Bid quotes or other agreed upon terms and pricing is required by this Contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Supplier must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Supplier with a profit or loss.

Failure to deliver the item may result in the Eligible Purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Supplier plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for non-payment of administrative fees, to which FSA CPP is entitled, according to Part C, Paragraph 2(R), and any attorney's fees incurred in the recovery of these damages.

3.24 Cancellation.

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be cancelled by the following means:

- 10 calendar days' written notice with cause, or;
- 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those terminated.

3.25 Termination for Cause.

If through any cause within the reasonable control of the Supplier, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Supplier and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the successful Supplier in accordance with the Contract for all services performed by the successful Supplier prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the Supplier shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the Supplier, and the HCSO may reasonably withhold payments to the Supplier for the purposes of offset until such time as the exact amount of damages due the HCSO from the Supplier is determined.

3.26 Termination Without Cause:

The HCSO can terminate the Contract in whole or part without cause by giving written notice to the Supplier of such termination, which shall become effective 30 calendar days following receipt by Supplier of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The Supplier shall not furnish any product after it receives notice of termination, except as necessary to complete the continued portion of the contract, if any. The Supplier shall not be entitled to recover any lost profits that the Supplier expected to earn on the balance of the contract or cancellation charges.

Any payments to the Supplier shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the Contract.

END OF SECTION

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Section 4 General Legal Information**4.1 E-Verify Requirement.**

Pursuant to §448.095, Florida Statute, the Sheriff requires the Awarded Supplier, and any and all subcontractors, if permitted by agreement, to register with and utilize the E-Verify internet-based system to verify the work authorization status of all newly hired employees. If the Awarded Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the contract. Additional information about E-Verify is available at <https://www.e-verify.gov/>.

- 4.1.1 If the Sheriff has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), Florida Statute, the contract will be terminated.
- 4.1.2 If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the Awarded Supplier to immediately terminate the contract with the subcontractor.
- 4.1.3 Termination of any and all contracts and/or subcontracts as provided above does not constitute a breach of contract and may not be considered as such.
- 4.1.4 If the Sheriff terminates a contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated.
- 4.1.5 The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

4.2 Anti-Discrimination.

The Supplier certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

4.3 Severability of Provisions.

The covenants and provisions contained herein are separate and independent and in the event any section, paragraph, or provision herein shall be declared invalid, illegal, or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Document, which should be construed as if such invalid, illegal, or unenforceable section, paragraph or provision had never been contained herein.

4.4 No Waiver.

No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which given.

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4.5 Manufacturer's Name.

Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference and establishing general quality levels. Such references are not intended to be restrictive, and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturers' specification sheets shall be furnished upon request.

4.6 Independent Contractors.

Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership, or joint venture between the Parties. Each Party is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

The relationship of Awarded Supplier to HCSO under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. The Awarded Supplier shall be responsible for payroll, payroll taxes (including Federal and State Withholding taxes, Federal Social Security taxes and State Unemployment taxes); costs of any background checks, uniforms, and all other expenses of the Awarded Supplier in conjunction with the performance of this Contract.

4.7 Assignment.

The Awarded Supplier(s) will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein, or its power to execute this contract or any amendment or modification hereto, to any other person, company, or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

4.8 Conflict of Interest.

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Florida Statute, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that created a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

4.9 Governing Law and Jurisdiction.

This Contract and all amendments, modifications, alterations, supplements and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Florida. The parties hereto irrevocably agree that the Thirteenth Judicial Circuit in and for Hillsborough County or U.S. District Court for the Middle District of Florida shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

4.10 Familiarity with Law.

The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way relieve them from responsibility.

4.11 Laws, Statutes and Ordinances.

The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the State of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

4.11.1 The Bidders' attention is directed to the fact that all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written herein. Florida law will govern all questions concerning interpretation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

4.11.2 The Awarded Supplier agrees that it shall observe and obey all the laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services as well as the Standard Operating Procedures of the HCSO.

4.12 Federal and State Standards.

It is the intent of HCSO that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety and environmental requirements, shall immediately become a part of the Terms & Conditions. The Supplier shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Supplier shall contact the FSA's Cooperative Purchasing Program (FSA CPP) immediately.

4.13 No Exclusivity.

The parties expressly acknowledge that this ITB or Awarded Agreement does not create an exclusive relationship between the parties. HCSO is free to engage others to perform services of the same or similar nature to those provided by the Awarded Supplier, and the Awarded Supplier shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by the Awarded Supplier.

4.14 Information and Descriptive Literature.

Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. References to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

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4.15 Public Entity Crimes.

Pursuant to §§287.132-.133, Florida Statutes, the HCSO, as a public entity, may not accept any Bid, Proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f), Florida Statute. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Florida Statutes, does not restrict your submission.

4.16 Compliance with Occupational Safety and Health Act (OSHA).

The Bidder certifies that all materials/items contained in their response meets all OSHA requirements if applicable.

4.17 Appropriation of Funds.

The HCSO is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners (BOCC) in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

4.18 Emergency.

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

4.19 Force Majeure.

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions of malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

4.20 Florida Sheriff's Association.

Hillsborough County Sheriff's Office (HCSO) has partnered with the Florida Sheriffs Association (FSA) to make the awarded bid contract prices and terms available through FSA's Cooperative Purchasing Program ("CPP") to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

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All transactions, purchase orders, invoices, and payments between the Awarded Vendor and an Eligible Purchaser will occur directly between the Awarded Vendor and each Eligible Purchaser individually. The Awarded Vendor must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments, and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Participating Vendors for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

Fees and Reporting. The FSA CPP charges three quarters of one percent (.0075) to administer the contract. The administrative fees are the contractual responsibility of the Awarded Vendor.

After receipt of payment from contract purchases, the Awarded Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The instructions for electronic payment or wiring of funds is included in the attached Exhibit B. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

The Awarded Vendor shall maintain an accounting of all purchases made by Eligible purchasers under the contract. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, the Awarded vendor shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

4.21 Governmental Purchasing Councils.

All Bids received shall be considered as Bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required and are listed below.

Other government agencies or eligible users, as authorized by State law or as defined in Rule 60A-1.001, Florida Administrative Code, may also participate in this offer. Any resulting contract(s) or agreement(s) entered into with other local governments will be between the Contractor and that particular government or user and shall always remain separate from HCSO.

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Children's Board of Hillsborough County
 City of Belleair Beach
 City of Clearwater
 City of Dunedin
 City of Gulfport
 City of Indian Rocks Beach
 City of Largo
 City of Oldsmar
 City of Pinellas Park
 City of Plant City
 City of Safety Harbor
 City of Saint Pete Beach
 City of Saint Petersburg
 City of Tampa
 City of Tampa Housing Authority
 City of Tarpon Springs
 City of Temple Terrace
 City of Treasure Island
 Clerk of Court and Comptroller of Hillsborough
 County
 Hillsborough County Expressway Authority
 Hernando County
 Hillsborough Area Regional Transit Authority
 Hillsborough Community College

Hillsborough County Aviation Authority
 Hillsborough County Board of County
 Commissioners
 Hillsborough County Property Appraiser
 Hillsborough County School Board
 Hillsborough County Supervisor of Elections
 Hillsborough County Tax Collector
 Manatee County Board of Commissioners
 Pasco County Clerk and Comptroller
 Pasco County Schools
 Pasco County Sheriff
 Pinellas County Clerk of the Court
 Pinellas County Government
 Pinellas County School Board
 Pinellas County Sheriff
 Pinellas Suncoast Transit Authority
 Saint Petersburg College
 State Attorney's Office
 Tampa Airport
 Tampa Bay Water
 Tampa Palms Community Development District
 Tampa Port Authority
 Tampa Sports Authority
 Town of Indian Shores

4.22 Certificate of Insurance.

- 4.22.1 The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Supplier shall not commence any work in connection with this Contract until he has obtained and provided copies of the same to the HCSO, nor shall the Awarded Supplier allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policy(ies) shall be with insurers qualified for doing business in Florida. Sixty calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

- 4.22.2 Worker's Compensation Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the Work of this project and, in case any Work is sublet, the Bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Bidder. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Bidder shall provide, and cause each subcontractor to provide, adequate insurance satisfactorily to the HCSO for the protection of their employees not otherwise protected.

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

- 4.22.3 Contractors Public Liability and Property Damage Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

Comprehensive General:	\$300,000 bodily injury and property damage combined single limit.
Automobile:	\$300,000 bodily injury and property damage combined single limit.

- 4.22.4 Professional Liability Insurance (if applicable to the work being performed). The Awarded Supplier shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:

Professional Liability:	\$500,000 per occurrence; and \$1,000,000 aggregate.
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- 4.22.5 Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). The Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance, and Comprehensive Automobile Insurance, and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them, and the amounts of such insurance shall be the minimum limits as follows:

Bodily Injury:	\$300,000 per person per occurrence
Property Damage:	\$300,000 per occurrence
Automobile Liability:	\$300,000 combined single limit bodily injury and property damage
Garage Liability:	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability:	\$100,000 collision and comprehensive per vehicle

4.23 Public Record.

Any material submitted in response to this Bid will become a public document pursuant to §119.07, Florida Statute. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Florida Statute. The Bidder agrees to comply with §119.0701, Florida Statute, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all the Bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Bid must be clearly stated in the Bid itself, and a redacted electronic copy provided. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 110, Florida Statute, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Records Section - Freddie Solomon Annex, 1900 East 9th Avenue, Tampa, Florida 33605.

Records Custodian may also be reached at (813) 247-0960 or rec_request@hcsa.tampa.fl.us.

END OF SECTION

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Section 5 Bid Response**5.1 Letter of Intent**

The undersigned acknowledges the General Terms and Conditions of the Bid and intends to respond to the HCSO. We understand that any amendments, clarifications, and addenda to the Bid will be promptly communicated to the individual authorized below to receive this information. Please print clearly.

Enforcement One Inc
 COMPANY NAME
381 Roberts Rd Osprey FL 34677
 COMPANY ADDRESS
James Warrell Manager
 PRIMARY CONTACT NAME/TITLE
Sales @ enforcementone.com
 EMAIL ADDRESS
722-816-983
 TELEPHONE NUMBER
12-4-24
 FAX NUMBER

 SIGNATURE OF COMPANY OFFICER
 DATE

When responding to this Letter of Intent, in good faith, it will allow the Buyer to coordinate Bid related correspondence in an effective manner to all participants, when applicable, in addition to DemandSar.com, and the HCSO's official means of communication – HCSO's website:
<https://TeamHCSO.com/>.

If you do not wish to participate, please instead return 5.9 - *Statement of No Participation*. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED IN SECTION 1 OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, OR TO Purchasing@HCSO.Tampa.FL.US.**

5.2 Bidder Order Instructions.

Describe the preferred method and person to contact for requesting

service. Company Name: Enforcement One Inc

Contact Name and Title: James Warrell Manager

Address: 381 Roberts Road

City: Oldsmar

State: FL

Zip Code: 34677

Office Phone: 727-816-9833

Mobile Phone: 727-647-0527

Fax:

E-Mail Address: sales@enforcementone.com

Company Website: www.enforcementone.com

5.3 Solicitation Contact Information.

Provide the contact information for the individual submitting this Bid response. (Please print the information below.)

Company Name: Enforcement One Inc

Contact Name and Title: Aaron Watkins VP

Address: 381 Roberts Road

City: Oldsmar

State: FL

Zip Code: 34677

Office Phone:

Mobile Phone: 727-647-0527

Fax:

E-Mail Address: awatkins@enforcementone.com

Describe the preferred method of contact for questions regarding this Bid submission below:

Phone

5.4 Exceptions to Bid.

Any representation (below) or exception(s) may cause this Bid Package to be rejected by the HCSO. All Bidders should carefully read the entire document.

The following represents every deviation (itemized by number) to the foregoing Sections of this Bid, to wit. If there is no exception, please write "None," or "N/A."

None

5.5 Pricing Matrix: [Please see APPENDIX II – Pricing Matrix to fill out the following information]

5.6 Affirmation and Declaration. (Signature Required)

At this present time, we understand all requirements and warrant that as a Bidder we will comply with all the stipulations included in the Bid. The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.

The below named Bidder affirms and declares:

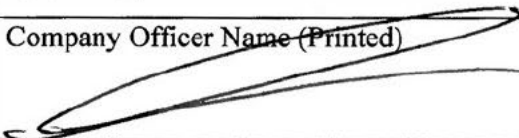
- That Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid offered to be entered into;
- That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Bid for the same purpose, and is in all respects fair and without collusion or fraud;
- That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

5.6.1 Signature of Acknowledgment. The General Terms and Conditions outlined in the preceding pages are acknowledged. Our Bid is attached.

Respectfully submitted by,

Enforcement One Inc

Company Name	
Aaron S Watkins	12/9/24
Company Officer Name (Printed)	Date
	VP
Company Officer Signature	Title

5.7 Bid Checklist.

To ensure your submission is found responsive, please ensure you have included all the requested items of this Bid. These may include at the minimum the items notated below. Failure to verify all requested items are included in your Response, regardless of whether included on this Checklist, may be grounds for your Response to be rejected.

- One (1) original or one (1) electronic copy of the completed Bid Package in its entirety.
- Signatures as required for Acknowledgments, Intent, Participation, Affirmations, Addenda, Change Orders, etc.
- Appendix I – Supplier Application to include the completed Application, W9, ACH Authorization with valid secondary verification method, Business Tax Receipt or other government issued business license.
- Appendix II – Pricing Matrix
- Section 5 Bid response to include 1) Letter of Intent, 2) order instructions, 3) solicitation contact information, 4) exceptions, 5) pricing matrix, 6) Affirmation & Declaration (signature required), etc.
- Requested manufacturer's literature and warranty information, when applicable.
- Properly labeled outermost layer of packaging to meet submission requirement, as applicable.

5.8 Bid Packaging Label.

Below is the information required on the outermost packaging of your Bid Package. Use this as a label.

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED	
HILLSBOROUGH COUNTY SHERIFF'S OFFICE	
SHERIFF'S OPERATIONS CENTER	
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION	
2008 EAST 8 TH AVE	
TAMPA FL 33605	
<u>PACKAGE SUBMITTAL</u>	
URGENT	From: ____ Enforcement One Inc ____
	# 2024-025
	Emergency Lighting and Accessories
	OPENING DATE/TIME:
	December 19, 2024 15:00
URGENT	

END OF SECTION

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5.9 Statement of No Participation.

If, for any reason, you are unable or unwilling to participate in this Bid at this time, please complete and return this Statement of No Participation to the e-mail Purchasing@HCSO.Tampa.FL.US or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

Specifications

Nature of Award

☐ Specifications are too "tight" (i.e., limited to one brand or manufacturer)

☐ Insufficient time was provided for response

☐ Unable to meet specifications

☐ Product or an equivalent is not offered

☐ Specifications are unclear

☐ Other

Please provide an explanation:

We request to:

☐ Remain on HCSO's list for future solicitations in this service category

☐ Be removed from HCSO's list for future solicitations in this service category

Company Name:

Officer Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

Signature of Officer:

Date:

END OF SECTION

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Section 6 Attachments

6.1 Attachment Number and Description or Contents

Appendix I Supplier Packet

Appendix II Pricing Matrix

Appendix III Protected Zip File Password

Exhibit A *Draft Award Contract*

Exhibit B *FSA ACH Form for Electronic Payment or Wiring of Funds*



CHAD CHRONISTER, SHERIFF

November 25, 2024

SUBJECT: Invitation to Bid 2024-025 *Emergency Lighting and Accessories*

MESSAGE: Please note and acknowledge the following changes or additions to be included in the referenced section(s) of 2024-025.

1. Pages 13 to be replaced in its entirety to now allow for the option of installation services being performed on and off property.
2. The Q&A that has already been submitted and answers are being attached and incorporated into the BID.

Please complete the acknowledgement of this notice on the next page of this document and include it in your proposal response.

Sincerely,

Marco Young
Acting Chief Financial Officer

MY/mt

Enclosures

2024-005, page 13
Q&A #1

2.5 Location of HCSO Work.

Delivery of requested components and any installation, if applicable, **will may** be made at the following location:

Hillsborough County Sheriff's Office
Radio Services
2214 N. Falkenburg Road
Tampa, Florida 33619

Adequate workspace, adequate lighting, and access to electricity will be provided. Reasonable accommodations will be considered upon an approved written request by the HCSO. **Installation at the Awarded Supplier(s) location may be considered.**

2.6 Minimum Qualification Requirements.

The Bidder must meet the following minimum qualification requirements. Bidders that do not meet these minimum requirements will not be considered.

2.6.1 Bidders must provide verification as an authorized distributor, dealer, or reseller of brands submitted for discount.

2.6.2 Bidders must be registered to do business in the State of Florida by time of Award.

2.6.3 Bidders must offer a minimum of one discount percentage rate from the manufacturer's list price (MSRP) of any of the following brands:

- 911 Circuits
- Brooking Industries
- Federal Signal
- Gamber Johnson
- Go Rhino®
- Havis
- Lund Industries
- OPS Public Safety
- Panorama Antennas
- Pro-Gard™
- SETINA
- SoundOff Signal®
- Streamlight
- Tuffy Security Products
- Whelen®

2.6.4 Bidders may be required to furnish evidence in writing that they maintain a permanent place of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining the ability to meet terms and conditions as set forth herein.

2.6.5 Bidders shall have engaged in business within Hillsborough County area for a period of no less than the past five (5) years and shall provide references upon request.

2.6.6 Bidders must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.

2.6.7 Bidders shall employ only qualified operators and workers who are skilled in the performance of the Work. All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policies and procedures which include the prohibition against the use of any tobacco products on any HCSO property.

2.6.8 The Bidder shall have proper tools, equipment, facilities, and any other requirement to successfully perform the Work. All equipment necessary to perform work under this contract which requires certification with the State of Florida shall be current.

Questions & Answers

#1

- 1. For Hillsborough County purchases, does all work need to be completed at the HCSO location, or can it be completed at the vendor's location, if in Hillsborough County?**

Answer: Installation of HCSO vehicles can be completed at the vendor's location.

- 2. For all other agencies outside of Hillsborough County, can work be completed at the vendor's location?**

Answer: For non HCSO vehicles, this would need to be discussed in the Master Service Agreement between the respective parties.

- 3. Is the County allowing any alternative manufacturers? If so, would the proposed list of manufacturers be entered under line 16 on the Pricing Matrix?**

Answer: Yes, vendors can provide pricing on alternative manufacturers.



CHAD CHRONISTER, SHERIFF

ACKNOWLEDGMENT OF AMENDMENT

We do hereby acknowledge the information and/or changes described in
Amendment #1 to Request for Proposals 2024-025 Emergency Lighting and Accessories

PLEASE PRINT: Company Name Enforcement One Tru

By: Aaron Watkins

Title: VP

Date: 12-9-24

Signature:

[Handwritten Signature]

(Signed Acknowledgment must be included with your Submission)

SUPPLIER REQUEST FORM

Chad Chronister, Sheriff
Hillsborough County Sheriff's Office
2008 East 8th Avenue
Tampa, Florida 33605



Purchasing Section
Phone: (813) 247-8034
Purchasing@HCSO.tampa.fl.us
[HTTPS://TeamHCSO.com](https://TeamHCSO.com)

To establish your business as a Supplier to the Hillsborough County Sheriff's Office, provide the following ✓ documentation along with this completed application.

Send completed forms to your HCSO Contact.

Refer to the HCSO Purchasing website [HTTPS://TeamHCSO.com/Purchasing](https://TeamHCSO.com/Purchasing) for additional information.

Business Name (as shown on your invoice): <u>Enforcement One Inc</u>			
Owners Name as per IRS Records, if reporting under SS#: _____			
Parent Company (if applicable): _____			
DUNS Number: <u>043207007</u>			
Federal Tax ID Number: <u>45-3564539</u>		OR Social Security Number: _____	
Tax Status: C-Corp: ☐	S-Corp: ☒	Individual/Sole Proprietor (1099): ☐	LLC/LLP (1099): ☐
Business Type: Commodity ☐	Services* ☒	Visa Accepted: Yes ☐ No ☒	ACH Attached: Yes ☒ No ☐

✓ Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at AccountsPayable@TeamHCSO.com or (813) 247-8276. ACH Authorization Form attached.

Phone Number: <u>(727) 816-9833</u>	Telephone	Remittance and Advice Notification Email: <u>AWATKI NS@E NFO RCE</u>
Phone Number: _____	Fax	Purchase Order Issuance Email: <u>sales@enforcementone.com</u>
Phone Number: _____	Cell	The above e-mails are required, but may be duplicative of other e-mails listed herein.
Address: <u>381 Roberts Road</u>	City: <u>O dsmar</u>	State: <u>FL</u> Zip: <u>34677</u>
Address: _____	City: _____	State: _____ Zip: _____
Address: _____	City: _____	State: _____ Zip: _____

HCSO Supplier Group (Procurement Category Code): <u>501-13</u>
Your HCSO Contact: <u>Steve Mitchell</u>

SALES CONTACT	ACCOUNTING CONTACT
Name: <u>James Warrell</u>	Name: <u>Aaron Watkins</u>
Office Phone: <u>(727) 816-9833</u>	Phone: <u>(727) 647-0527</u>
Cell Phone: <u>(631) 394-5635</u>	Fax: _____
E-Mail: <u>sales@enforcementone.com</u>	E-Mail: <u>AWATKI NS@E NFO RCE MECONTO NE</u>

- ✓ Completed and Signed IRS Form W9 (W8 for Foreign Based Company).
- ✓ Business Tax Receipt from Hillsborough County or other municipality's business license.
- ✓ Certificates of current Liability & Workers' Compensation Insurance (for on-site service providers.)*
- ✓ If your company is an LLC or LLP filing as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.

HCSO Use Only - Finance Initiator:	
HCSO Staff Requesting: _____	ABN: _____
Payment Types Requested: Check, ACH, Legal Check, Etc. _____	
Alternate Name Requested: (FBO) (DBA) (Legacy) _____	
Supplier PO will be automatically emailed ☐	Supplier PO will be set to Print and manually emailed ☐
HCSO Use Only - Purchasing:	
Convictions, Suspensions, or Federal Exclusions: Yes ☐ No ☐	
If Yes, please explain: _____	
Remittance Integration ☐	ACH Initiated ☐
Payment Terms ☐	IRS Verification ☐
Date: _____	Verified By: _____



PAYMENT AUTHORIZATION FORM

Automated Clearing House (ACH) and HCSO Purchasing Card (PCard) are the accepted methods of payment; please inquire at AccountsPayable@TeamHCSO.com or (813) 247-8276. Each time a payment is disbursed to the financial institution/account provided below, an electronic notification is sent to the e-mail address notated for Remittance Notifications.

PAYEE INFORMATION:

Enforcement One Inc

45-3564539

Payee Name (Entity Name or Name of Individual)

SSN/EIN/TIN

381 Roberts Rd Oldsmar, FL 34677

Payee Remit-To Address

awatkins@enforcementone.com

727-816-9833

E-Mail Address (Remittance Notifications)

Phone Number

FINANCIAL INSTITUTION INFORMATION:

SouthState Bank

1815 Little Rd Trinity FL 34655

Bank Name

Bank Address

Routing Transit Number

Account Number

Type: ☒ Checking (Attach a blank voided check*) OR ☐ Savings (Attach a blank voided deposit slip*)

**Letter of Verification from your Financial Institution on letterhead and signed may be substituted.*

VISA PCARD PAYMENT INFORMATION:

Visa is accepted as a form of payment without fees to the taxpayers of Hillsborough Couty: ☐ YES ☐ NO

Visa is accepted as a form of payment with fees to the taxpayers of Hillsborough Couty not to exceed _____%: ☐
Exception is made to transactions between _____ and _____ at which time fees are not applied to taxpayer funds.

Business Name as appears on Invoice

Credit Card Statement Name

PAYEE CERTIFICATION:

By signing this form, I authorize payments to be deposited to the designated account and financial institution named above by the Hillsborough County Sheriff's Office for goods/ services rendered, reimbursements, or other transactions and, if necessary, to initiate other adjustments for any entries made in error. This authorization shall remain in full force and effect until withdrawn in writing with sufficient notice to allow adequate time to effect termination.

Aaron Watkins

Name

VP

Title

[Signature]

Signature

12-5-24

Date

Please return completed form and blank voided check/deposit slip or verification letter* to Hillsborough County Sheriff's Office, ATTN: Purchasing, 2008 East 8th Avenue, Tampa, Florida 33605 or Purchasing@HCSO.Tampa.FL.US.



Enforcement One Inc
381 Roberts Rd
Oldsmar, FL 34677
727-816-9833

South State Bank
63-1403/631

3198
FRAUDARMOR

PAY TO THE
ORDER OF

\$

DOLLARS

VOID

MEMO

AUTHORIZED SIGNATURE



Enforcement One Inc

3198

Enforcement One Inc

3198

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.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Enforcement One Inc

2 Business name/disregarded entity name, if different from above

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) ▶

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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

381 Roberts Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Oldsmar, FL 34677

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 3 5 6 4 5 3 9

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 ▶

Date ▶

12-5-24

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)

- 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.



Refer to the HCSO Purchasing website <HTTPS://TeamHCSO.com/Purchasing> Doing Business with HCSO for additional information.

Additional documentation available from our above-mentioned website include:

- [HCSO Holiday Schedule](#)
 - Outline of business days observed by the Hillsborough County Sheriff's Office (HCSO) as Holidays
- [Vendor Application Packet](#)
 - A Packet which contains a Supplier Request Form, ACH Payment Authorization Form, and a blank W9
- [ACH Payment Authorization Form](#)
 - A Form utilized by the Hillsborough County Sheriff's Office to initiate new, or update existing, Automated Clearing House (ACH) payment information to process payments.
- [Federal Grant Compliance Acknowledgment](#)
 - A document utilized to document Acknowledgment of the requirements of the HCSO and Supplier(s) in regard to public competitive procurements and other purchases made with Federal Grant Funds.
- [HCSO's Purchasing Terms and Conditions](#)
 - General Purchasing Terms and Conditions of the HCSO agreed to upon acceptance and fulfillment of a Purchase Order (PO) for goods or services.
- [Procurement Codes \(HCSO Supplier Groups\)](#)
 - List of supplier categories HCSO personnel may use to search for purveyors of certain goods or service descriptions within our Supplier Database.
- [HCSO's Tax Exemption Certificate](#)
 - The Hillsborough County Board of County Commissioners (BOCC) and all agencies funded by the BOCC such as HCSO are eligible for Florida State Sales Tax Exemption.
- [HCSO's W-9](#)
 - Completed Request for Taxpayer Identification number and Certification for HCSO including Employer Identification Number.



Federal Grant Compliance

This form is included as an appendix with solicitation documents when any portion of the procurement is funded by a Federal Government Grant with the Hillsborough County Sheriff's Office (HCSO) as Grantee or Sub-Grantee or at any pass through tier. It is included here as documentation for other Grant related purchases.

The HCSO hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The Contractor is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts and transcriptions.

The following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II are hereby incorporated into and form a part of the Terms and Conditions.

- a. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found, on line at <http://www.wdol.gov>, and the award of a contract shall be conditioned upon the acceptance of the wage determination. This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which they are otherwise entitled.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to Work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- d. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.



- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.
- g. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant or other award.
- h. Procurement of recovered materials. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i. Prohibition on certain telecommunications and video surveillance services or equipment Grant funds are prohibited to be used to Procure or obtain Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as described in Public Law 115-232, section 889.
- j. Build America, Buy America Act (BABAA). Contractors must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which states that any Federally funded infrastructure project must source their iron, steel, manufactured products and construction materials from the United States. This provision applies only to Federally funded infrastructure projects.

Compliance with the Davis Bacon Act identified in paragraph b. above requires the Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of Form WH-347 Payroll (Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages, and delivered to the Project Manager or other designee. This must be submitted within seven (7) days after the regular pay date for the pay period.



The Contractor's signature below constitutes agreement to comply with the above provisions and CFR

§200.321 and 200.322 and to flow down all applicable provisions to subcontractors. The Contractor further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE

We do hereby acknowledge the above provisions as part of the Terms and Conditions.

PLEASE PRINT

Company Name Enforcement One Inc
By Arden Warkian
Title VP
Signature [Signature]



BID 2024-025
Automotive Emergency Lighting and Accessories

APPENDIX II - PRICING MATRIX		
FUEL GASSES:		
Description	Percentage Discount From List Price	
911 Circuits	35%	
Brooking Industries	No Bid	
Federal Signal	No Bid	
Gamber Johnson	30%	
Go Rhino®	25%	
Havis	36%	
Lund Industries	10%	
OPS Public Safety	No Bid	
Panorama Antennas	No Bid	
Pro-Gard™	20%	
SETINA	20%	
SoundOff Signal®	35%	
Streamlight	10%	
Tuffy Security Products	No Bid	
Whelen®	42%	
Relevant accessory brands not specifically mentioned in Bid	Cost plus 15%	
LABOR RATE FOR INSTALLATION:		
Not to Exceed	90	/ HR
WARRANTY:		
Warrantv as per product manufacture. Labor warranty is for the life time of the vehicle for fault and/ or failure.		



HILLSBOROUGH COUNTY SHERIFF'S OFFICE

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND Enforcement One Inc**

This Agreement, effective as of the date of execution, is made and entered into by **Enforcement One Inc** ("SUPPLIER") and the Hillsborough County Sheriff's Office ("HCSO"); and

WHEREAS, the HCSO wishes to procure emergency lighting, related accessories and installation for HCSO fleet vehicles;

WHEREAS, an Invitation for Bids ("ITB") was issued on November 24, 2024, and the HCSO selected the SUPPLIER for award to the qualified, responsive and responsible Supplier(s) who submitted the highest percent off the manufacturer's suggested retail price or MSRP.;

WHEREAS, SUPPLIER represents and warrants that it is qualified to **Enforcement One Inc** or lighting and installation required by the HCSO as set forth under this Contract;

NOW, THEREFORE, the parties agree as follows:

1. ITB and Bid Incorporated by Reference. The Invitation for Bids (ITB) dated **11/13/24** and the response submitted by the SUPPLIER in response to the ITB (the "Bid"), including any amendments or modifications thereto, are hereby incorporated into and made a part of this Contract by reference. The terms and conditions of the ITB and Bid, including any exhibits or attachments, shall govern the performance of the work and obligations of the parties under this Contract to the extent they do not conflict with the terms of this Contract. In the event of any conflict between this Contract, the ITB, and the Bid, the terms of this Contract shall govern first, followed by the ITB, and lastly the Bid, with each document governing only to the extent it does not conflict with the terms of the document above it in this order of precedence.

2. Term of the Agreement. The contract will be valid for one (1) year from the effective date of this award contract. Upon written mutual agreement between the HCSO and the Supplier, the contract may be extended annually for up to three (3) additional one-year periods. Contract

extensions that do not alter any terms and conditions outlined in this awarded contract or the ITB incorporated by reference may be executed by the procurement office through a renewal process. Renewals involve a bilateral signature process, whereby both parties can extend the contract's duration under the same terms and conditions, or with an added price increase. Any modifications to the terms and conditions stated in this awarded contract or the ITB require written mutual consent between the HCSO and the Supplier, in the form of an amendment to this awarded contract. **(This can be tailored to remove/ add auto renewals, change the date of the initial term, and change the length and amount of the renewal terms).**

3. Escalation/De-Escalation. The HCSO will allow an escalation/de-escalation provision in this Contract. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded SUPPLIER(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the bidder and can be no more than the percentage of increase passed through to the SUPPLIER by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation documentation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

4. Effective Date of Agreement. This Agreement shall become effective on the last date of execution set forth on the signature page hereof.

5. Indemnification. The Awarded SUPPLIER will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded SUPPLIER, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Proposer, 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 the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

6. Certificate of Insurance. No Work shall commence in connection with this Contract until

the Awarded SUPPLIER and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These insurance requirements are only required when in performance of the contract employees or subcontractors from the awarded vendor will need to come onto HCSO property. These policies, obtained at the SUPPLIER's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

a. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded SUPPLIER shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded SUPPLIER. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded SUPPLIER shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

b. Contractors Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the SUPPLIER from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit
Automobile	\$300,000 bodily injury and property damage combined single limit.

c. Professional Liability Insurance (if applicable to the work being performed).
Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
\$1,000,000 aggregate.

d. Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). Comprehensive General Liability and Automobile Liability Insurance which shall protect the SUPPLIER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract

whether such operations be by the SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per Vehicle

7. **Assignment.** The Awarded SUPPLIER will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
8. **Condition of Materials and Packaging.** Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
9. **Claims.** The Awarded SUPPLIER will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
10. **When to Make Delivery.** Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
11. **Background checks.** The HCSO requires the Awarded SUPPLIER to conduct background checks of its employees, agents, representatives, and subcontractors that will be working on HCSO property. The cost of the background checks will be borne by the Awarded SUPPLIER. The HCSO may require the Awarded SUPPLIER to exclude the Awarded SUPPLIER's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Awarded SUPPLIER must ensure that all persons have a responsibility to self-report to the Awarded SUPPLIER within three (3) calendar days any arrest for any disqualifying offense. In this instance, "disqualifying offense" means an offense that is a felony or that has a direct nexus to an individual's proposed or current field of licensure, certification, or employment. The Awarded SUPPLIER must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the HCSO, the Awarded SUPPLIER will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
12. **E-verify Requirement.** Pursuant to §448.095, Fla. Stat., the Sheriff requires the Awarded SUPPLIER, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded SUPPLIER enters into a contract with a subcontractor, the subcontractor must provide the Awarded SUPPLIER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded SUPPLIER shall maintain a copy

of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded SUPPLIER has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded SUPPLIER otherwise complied with this subsection, the Sheriff will promptly notify the Awarded SUPPLIER and order the Awarded SUPPLIER to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded SUPPLIER as provided above, the Awarded SUPPLIER may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded SUPPLIER is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

13. Default. The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded SUPPLIER(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded SUPPLIER to deliver service, materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded SUPPLIERS who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

14. Next Best Bidder. In the event of a default by the Awarded SUPPLIER, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded SUPPLIER shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.

15. Emergency. If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

16. Non-Discrimination. SUPPLIER shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. SUPPLIER shall comply with all applicable sections of the Americans with Disabilities Act. The SUPPLIER agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the SUPPLIER, its successors, transferees, and assignees for the period during which services are provided. The SUPPLIER further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

17. Choice of Law & Forum. SUPPLIER agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. SUPPLIER shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

18. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

19. Confidentiality of HCSO Operations. To the extent permitted by law, SUPPLIER shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as

between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. SUPPLIER acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of HCSO, employees and/or subcontractors of SUPPLIER that will be working on this contract will be required to electronically sign a confidentiality agreement.

20. Severability. In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

21. Enforcement. In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

22. No Third Party Beneficiaries. This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

23. Termination. The Contract and the parties' performance may be terminated upon the following events:

- a. Termination by Mutual Agreement. In the event the parties mutually agree in writing, the Contract may be terminated on the terms and dates stipulated therein.
- b. Termination Without Cause. HCSO shall have the right to terminate the Agreement without cause by providing the SUPPLIER with thirty (30) calendar days written notice.
- c. Termination for Cause. In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, HCSO's policies and procedures, or these terms and conditions.
- d. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:
 - i. SUPPLIER's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of SUPPLIER;
 - iii. SUPPLIER's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions; or
 - iv. SUPPLIER fails to maintain insurance in accordance with the INSURANCE Section

of this agreement.

- v. SUPPLIER is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.
- vi. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Neither the expected termination nor the expiration of the Contract shall relieve SUPPLIER, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the SUPPLIER'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

24. Foreign Influence. SUPPLIER represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

25. Remedy of Right to Seek Substitute Performance. If the SUPPLIER or its sub-SUPPLIERS (if any), defaults or neglects to carry out the work in accordance with this Contract and fails within a ten (10) day period after receipt of written notice from HCSO to commence and continue correction of such default or neglect with diligence and promptness, HCSO may, without prejudice to other remedies the Hillsborough Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due SUPPLIER the reasonable cost of correcting such deficiencies, including HCSO's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within this Contract to the contrary, HCSO has a right to claim an anticipatory breach of the contract by SUPPLIER and can demand assurance of performance at any time and if said assurance of performance from SUPPLIER is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to SUPPLIER.

26. Public Records Laws. The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. Contractor acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

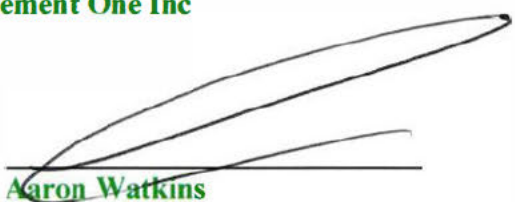
**Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960**

Rec_Request@HCSO.Tampa.FL.US

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

Enforcement One Inc

By:


Aaron Watkins

Date:

12-9-24

Hillsborough County Sheriff's Office

By:

Chad Chronister, Sheriff

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2024

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 Gulf Coast Underwriters 11073 Countryway Blvd Tampa, FL 33626	CONTACT NAME: Shawn Carroll	FAX (A/C, No): 813-864-4429	
	PHONE (A/C, No, Ext): 813-864-4428	E-MAIL ADDRESS: Shawn@gcuins.com	
INSURED Enforcement One, Inc. 381 Roberts Rd Oldsmar, FL 34677	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Colony Insurance Co		39993
	INSURER B:		
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			GP8721076	11/08/2024	11/08/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Garage Keepers			GP8721076	11/22/2024	11/22/2025	Ded: \$1000	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: 381 Roberts Rd, Oldsmar, FL 34677, 6012 Pine Hill Rd, Port Richey, FL 34668, 2102 N Orient Rd, Tampa, FL 33619

CERTIFICATE HOLDER

CANCELLATION

Hillsborough County Sheriff's Office Chad Chronister, Sheriff
2008 E. 8th Ave
Tampa, FL 33605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2024

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	PHONE (A/C. No. Ext.): 813-864-4428	E-MAIL ADDRESS: Shawn@gcuians.com	
INSURED Enforcement One, Inc. 381 Roberts Rd Oldsmar, FL 34677	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Colony Insurance Co		39993
	INSURER B:		
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	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GP8721076	11/08/2024	11/08/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
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						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	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				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Garage Keepers		GP8721076	11/22/2024	11/22/2025	Ded: \$1000	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: 381 Roberts Rd, Oldsmar, FL 34677, 6012 Pine Hill Rd, Port Richey, FL 34668, 2102 N Orient Rd, Tampa, FL 33619

CERTIFICATE HOLDER Hillsborough County Sheriff's Office Chad Chronister, Sheriff 2008 E. 8th Ave Tampa, FL 33605	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Increase and Approve Change Order No. 1, Invitation to Bid (ITB) File No. 220060-B-JL, Construct New Clerk's Office Building (**Bob Robertson Project Administration Director, Janina Lewis Procurement Services Director**) (10 Minutes)

Recommendation

Increase and Approve Change Order No. 1, ITB File No. 220060-B-JL, Construct New Clerk's Office Building with D-MAR General Contracting & Development Inc., from the estimated amount of \$2,941,510.63, to \$3,154,806.80, an increase of \$213,296.17 for the Public Works Department.

Background

On June 14, 2022, the Board awarded a construction contract not to exceed \$2,941,510.63. This amount included acceptance of Additive Alternate 1 (a roof-mounted photovoltaic power system) and a \$100,000 contingency. The project involves building a new 3,000 sq. ft. office on the Tarpon Springs City Hall Complex property.

This change order is requested to incorporate both owner-requested improvements and necessary field adjustments identified during construction. The revisions will enhance the facility's long-term durability, improve functionality for staff and the public, and address unforeseen site conditions promptly (see attached memo for details). Approval will also extend the contract duration by 148 calendar days.

Funding

As with the original construction contract, funding for this work will be provided in Project Number WS1961 and allocated through the following accounts:

- 307-8603-519.6200 (Penny Fund), 25% (\$53,324.05)
- 403-8804-536.6200 (Sewer Impact Fund), 25% (\$53,324.04)
- 408-8811-536.6200 (Water Impact Fund), 25% (\$53,324.04)
- 402-8803-536.6200 (Water-Sewer Non-Departmental), 25%(\$53,324.04)

Strategic Plan Objective

N/A



Project Administration Department

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

Memorandum

Date: September 30, 2025
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Construction of New Clerk's Office Building Contract No. 220060-B-JL,
Change Order No. 1

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$213,296.17** for the subject project, increasing the project cost from **\$2,941,510.63** to **\$3,154,806.80** (an increase of 7.3%) as described herein.

Background and Summary

The proposed changes address both owner-requested enhancements and necessary field adjustments discovered during construction. These revisions will strengthen the long-term durability of the facility, improve functionality for staff and the public, and resolve unforeseen conditions in a timely manner. The requested changes include the following:

- **Enhanced Materials and Finishes:** Countertops upgraded from mica to solid surface for improved durability and appearance.
- **Structural and Safety Upgrades:** Canopy foundation footers reinforced for upgraded structural and hurricane protection.
- **Operational Improvements:** Drive-up transition window upgraded with an electric motor and cabinet adjustments for Clerk's operational efficiency.
- **Unforeseen Utility Replacement:** Sanitary sewer main replaced due to unanticipated conflicts identified during construction tie-in.
- **Drainage Enhancements:** Improvements to downspout and awning drainage, rerouting site drainage to the stormwater pond, and tying City Hall roof drains into the new in-house system to prevent street runoff and reduce future maintenance.
- **Energy & Technology Adjustments:** Revisions to solar power controls and integration to optimize system performance.

- General Conditions: Adjustment to construction overhead and conditions to account for the additional scope.

The total value of this change order is **\$213,296.17**. These additions represent investments in safety, sustainability, and operational efficiency. The changes will also extend the contract duration by 148 calendar days. Despite these additional days, the construction is more than a year behind schedule and liquidated damages will be assessed and reconciled accordingly at the conclusion of the project.

Funding

Funding has been reviewed with the Finance Director. As with the original construction contract, funding for this work will be provided in Project Number WS1961 and allocated through the following accounts:

- 307-8603-519.6200 (Penny Fund), 25% (\$53,324.05)
- 403-8804-536.6200 (Sewer Impact Fund), 25% (\$53,324.04)
- 408-8811-536.6200 (Water Impact Fund), 25% (\$53,324.04)
- 402-8803-536.6200 (Water-Sewer Non-Departmental), 25% (\$53,324.04)

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Construction of New Clerk's Office Building	Change Order NO.:	1
CONTRACTOR:	D-Mar General Contracting & Development, Inc. 36181 Eastlake Road #325, Palm Harbor, FL 34685	BID NO:	220060-B-JL
	Project Purchase Order # 220700	PROJECT NO:	WS1961
		FINAL NTP DATE:	12/1/2022
	<u>Date of this Change Order</u>		9/30/2025



TIME CHANGE



EXTRA WORK



CREDIT



OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:	<u>COST IMPACT</u>	<u>SCHEDULE IMPACT (DAYS)</u>
MATERIAL CHANGES		
Counter tops changed from mica to solid surface per the Clerk's request.	\$ 13,182.30	14
Canopy foundation footers upgraded for structural and hurricane reinforcement.	\$ 13,332.00	14
Drive up transition window style adding electric motor upgrade per Clerk's request.	\$ 36,068.07	30
Adjustment to drive-up transition window cabinet	\$ 6,732 .00	21
Sanitary sewer main replacement due to unforeseen conditions that were found while connecting the new clerk's office into the existing system.	\$ 20,086.00	14
Upgraded downspout and awning drainage adjustments/improvements	\$ 15,250.50	7
Solar power revisions for upgraded control and integration	\$ 6,262.00	5
Site drainage upgrades to shift flow to pond instead of street	\$ 34,722.00	22
City Hall roof drain downspout tie-in to new in-house roof drainage	\$ 52,228.00	21
Construction OHP/General Conditions adjustment for new work (7.8%)	\$ 15,433.30	0
Total Change Order	\$213,296.17	148 DAYS

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 2,941,510.63
The Contract Sum will be _____ increased _____ by this Change Order	\$ 213,296.17
The new Contract Sum including this Change Order will be	\$ 3,154,806.80

The Original Contract Contingency Sum	\$ 100,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#3)	\$ 96,936.32
Remaining Contingency Balance	\$ 3,063.68

The Final Completion Milestone prior to this Change Order was January 25, 2024
The Time for the Final Completion Milestone will be _____ increase _____ by 148 days
The Final Completion Milestone as of this Change Order is therefore June 21, 2024

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 1 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Chris Kotter, Public Works Department Director DATE

Charles Rudd, City Manager, City of Tarpon Springs DATE

June 14, 2022
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



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
DATE: 06/14/2022
SUBJECT: Award Bid No. 220060-B-JL, Construct New Clerk's Office Building

RECOMMENDATION:

Award Bid No. 220060-B-JL, Construct New Clerk's Office Building to D-Mar General Contracting and Development Inc., in amount not to exceed \$2,941,510.63, which includes the acceptance of Additive Alternate 1 (roof-mounted photovoltaic power system), and a contingency amount of \$100,000 for the Public Works Department.

BACKGROUND:

The project consist of constructing a new office building approximately 3,000 sq. ft. on the Tarpon Springs City Hall Complex property. The building will provide similar services as the existing building including walk-in customer service and drive-through customer service. After the new building is furnished and occupied by the city, the contractor will demolish the existing building and convert the old building site to a parking area (see attached memos). The project is anticipated to be substantially complete within 330 calendar days from Notice to Proceed (NTP) to Substantial Completion (C.O. on new building) and 420 days from NTP to Final Construction (Old building demo and parking lot re-construction).

FUNDING: (see attached memo from Finance Department)
Recommendation Alt 3
401-4105-534.6200 (Sanitation Fund) -- 7% / \$200,000
307-8603-519.6200 (Penny) -- 7% / \$200,000
408-8811-536.6200 (Water Impact) -- 20% / \$600,000
403-8804-536.6200 (Sewer Impact) -- 20% / \$600,000
402-8803-536.6200 (W/S Non-Departmental) -- 13% / \$400,000
ARPA Funding -- 33% / 1,000,000

Tabulation of Bids
For
Bid No. 220060-B-JL
Construct New Clerk's Office Building

May 19, 2022 @ 3:00 p.m.

Company	Total Cost
D-Mar General Contracting & Development Inc. Clearwater, FL	\$2,941,510.63
North American Construction Enterprise St. Claire Shores, MI	\$3,232,190.53
Nelson Construction Co. Palm Harbor, FL	\$3,297,565.55
EC Building Solutions, Inc. Spring Hill, FL	\$3,804,428.00

Broadcast: 844 Planholders: 33 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.



Project Administration Department

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

Memorandum

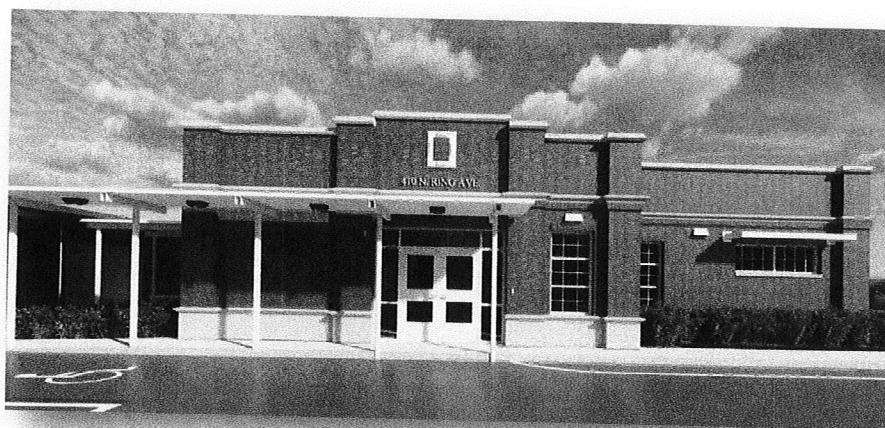
Date: June 14, 2022
To: Janina Lewis, Procurement Services Director
From: Bob Robertson, Project Administration Director *BB*
Subject: Award Bid No. 220060-B-JL, Construct New Clerk's Office Building

Recommendation

BOC approval of a construction contract with D-Mar General Contracting and Development Inc., is requested for the subject project in the amount of **\$2,941,510.63** with funding provided via Alternative 3 as proposed by the Finance Director.

Background

The project consists of construction of a new office building on the Tarpon Springs City Hall Complex property to replace the existing Clerk's Office building. The new office building will provide similar services as the existing building including walk-in and drive-through customer service.



The new building will be constructed near the existing building. After the new building is furnished and occupied by employees, the contractor will demolish the existing building and convert the old building site to a parking area. The new single-story building will be built in the existing City Hall southern parking area. It will be approximately 3,000 sq. ft. and include the elements and features as described in the plans. Clerk's office staff



will remain in the current facility during construction and will continue to provide continuous customer service during that time.

The project also includes an additive bid alternate for a roof-mounted photovoltaic (solar) power system as described in the bid package which is included in the recommendation for award. The contractor will be required to make provisions for a Public Art element or payment to the Public Art Fund as detailed in the bid package documents.

Funding

The bids for this project came in much higher than expected, which seems to be the recent trend. As such, the Finance Director prepared four funding options for the Board's consideration as shown in the attached. Staff is recommending Alternative 3.

City of Tarpon Springs
City Clerk Building
Funding Options

My preference is Alt. 3 which uses ARPA money and limits the use of the other operating funds. The money in these funds will be needed for other Capital items.
Alt. 4 has a good allocation, reduces the use of ARPA money but increases the use of Penny, Sanitation and Water-Sewer Funds, but not to level of Alt. 2.
If no ARPA is to be used my preference would be Alt. 2 which limits use of Sanitation Fund, but uses more Penny Fund.

Bid at \$3 million									
	Current Budget	No Use of ARPA Money				Using ARPA Money			
		Alt 1 same allocation as current budget		Alt 2		Alt 3		Alt 4	
		No ARPA		No ARPA		Using ARPA		Using ARPA	
Penny Fund	\$ 125,507	\$ 300,000	10%	\$ 450,000	15%	\$ 200,000	7%	\$ 300,000	10%
Sanitation Fund	\$ 188,260	\$ 450,000	15%	\$ 300,000	10%	\$ 200,000	7%	\$ 300,000	10%
Water-Sewer Fund	\$ 313,767	\$ 750,000	25%	\$ 750,000	25%	\$ 400,000	13%	\$ 600,000	20%
Sewer Impact Fund	\$ 313,767	\$ 750,000	25%	\$ 750,000	25%	\$ 600,000	20%	\$ 600,000	20%
Water Impact Fund	\$ 313,767	\$ 750,000	25%	\$ 750,000	25%	\$ 600,000	20%	\$ 600,000	20%
ARPA Funding	\$ -	\$ -	0.00%	\$ -	-	\$ 1,000,000	33%	\$ 600,000	20%
	\$ 1,255,068	\$ 3,000,000	100.00%	\$ 3,000,000	100%	\$ 3,000,000	100%	\$ 3,000,000	100%

PINELLAS COUNTY REGIONAL RESOURCE RECOVERY FACILITY

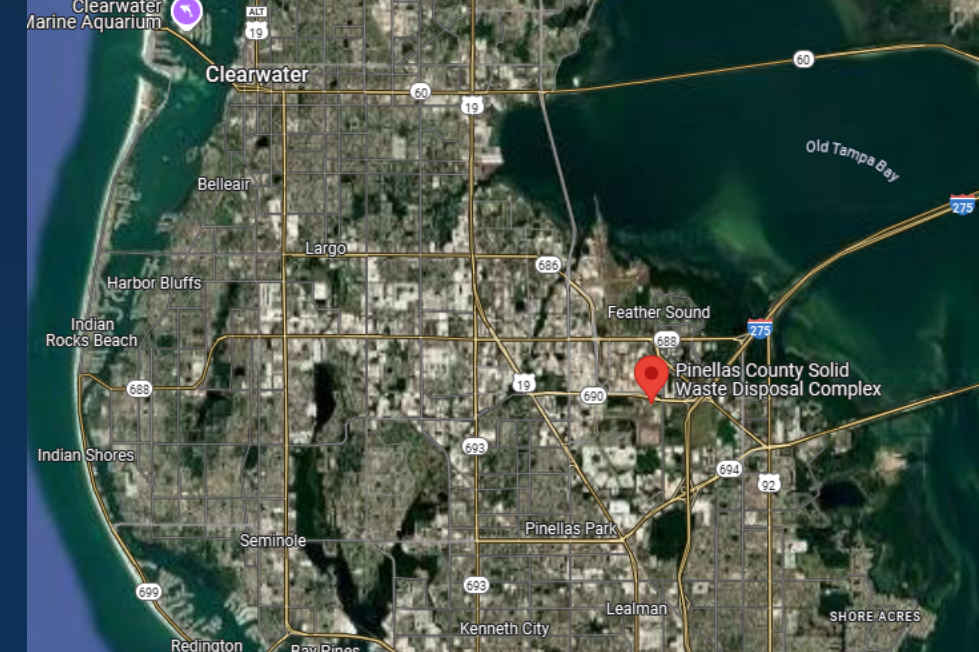
Prepared by the Public Services Department

9/30/25



WHAT IS THE PINELLAS COUNTY REGIONAL RESOURCE RECOVERY FACILITY PROJECT?

- Proposed Biosolids Processing Facility to be constructed by Pinellas County
- Project Goals:
 - Common biosolids processing facility to replace current County facilities
 - Achieve economies of scale
 - Stay ahead of emerging biosolids regulations – Particularly PFAS
- Location – Former FOG Facility at Pinellas County Bridgeway Acres Solid Waste Complex
- Construction Costs- ~\$250,000,000 to \$423,000,000



PROJECT SCHEDULE

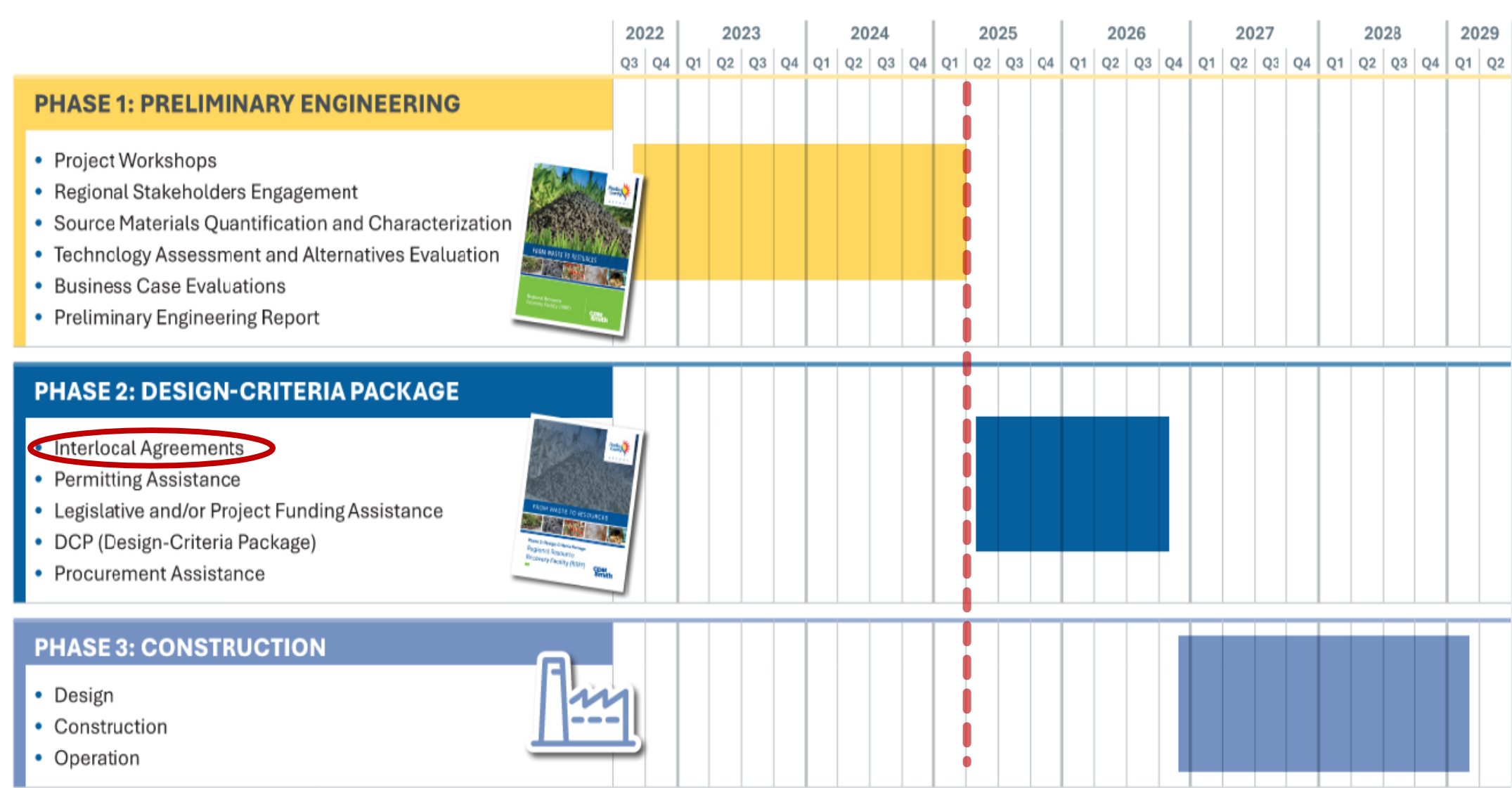
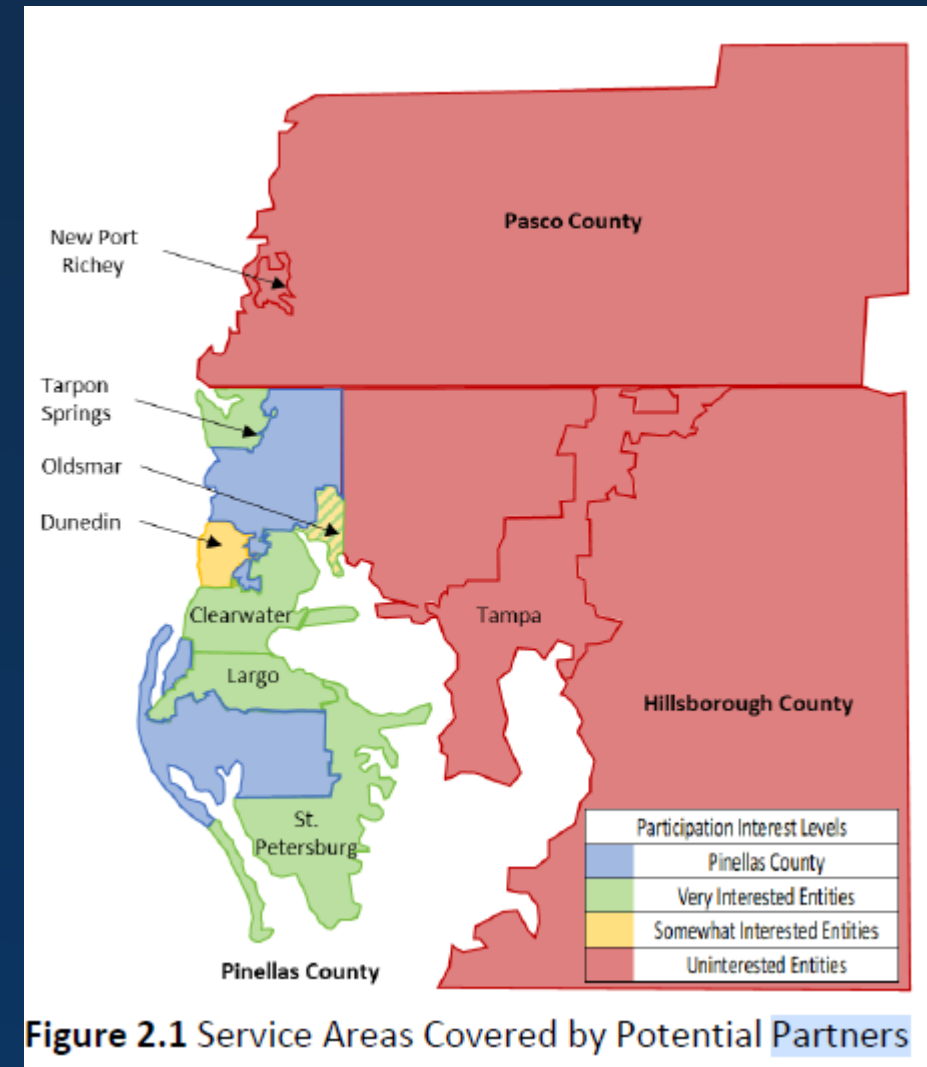


Figure ES.6 RRRF Tentative Project Schedule

Interlocal agreements and partnership terms have not yet been developed.

PROJECT PARTNERS

- Tarpon Springs participated in the draft engineering study as a no cost partner
 - Non-binding letter of interest
 - Data sharing
 - Attending regional project meetings when requested
- Current Status:
 - Oldsmar – Not Likely Participating
 - Dunedin – Undetermined. Looking at options.
 - Largo – Interested, but undetermined due to cost concerns
 - Aging facility cost driver



POTENTIAL PARTNERSHIP OPTIONS

- Reserve Capacity Option
- Operation and Management
- Processing Only
- Unlisted Option Discussed in Meetings— Smaller Utilities (like Tarpon Springs) may not be critical partners and may be able to join later
 - *All options listed in the report are currently undefined on partnership terms, payment, etc*
 - *It is difficult to assess what a partnership would mean, as the project delivery method and operation is not known*

OPERATING COSTS

Table ES.3 Summary of Total Net Annual Cost and Annual Unit Cost by Treatment Option

Parameter	1A	1B	4	5	8	9
Operating	\$6,210,745	\$5,566,871	\$5,240,345	\$5,893,740	\$5,011,565	\$6,166,217
Capital	\$21,961,228	\$20,831,288	\$23,504,944	\$36,554,293	\$22,126,683	\$25,285,497
Net Annual Costs	\$28,171,974	\$26,398,158	\$28,745,289	\$42,448,033	\$27,138,248	\$29,609,167
Annual Dry Tonnages	17,048	17,048	17,048	17,048	17,048	17,048
Annual Unit Cost per Dry Ton	\$1,653	\$1,548	\$1,686	\$2,490	\$1,592	\$1,737
Cost as % of Low Cost	107%	100%	109%	161%	103%	112%
Cost Ranking	3	1	4	6	2	5

- Unit costs include a mix of fixed capital costs and variable operating costs
- *Unit costs could increase with less partners or lower private utilization*
- *Unit costs do not include hauling, and pre-treatment is undefined*

- Current Tarpon Springs Biosolids Disposal:
- *Hauling and Land Application*
- *422 Dry Tons per Year (2135 wet tons)*
- *Current Costs - \$89.50/ wet ton (\$452/ dry ton)*

OPERATING COSTS

Table ES.4 Summary of Total Net Annual Cost by Regional Participant for Each Treatment Option

Regional Partner	Tonnage ¹	Treatment Train					
		1A	1B	4	5	8	9
Pinellas County	5,800	\$9,584,673	\$8,981,186	\$9,779,727	\$14,441,677	\$9,232,979	\$10,073,635
St. Petersburg	4,900	\$8,097,397	\$7,587,553	\$8,262,183	\$12,200,727	\$7,800,275	\$8,510,485
Clearwater	2,500	\$4,131,325	\$3,871,201	\$4,215,399	\$6,224,861	\$3,979,732	\$4,342,084
Largo	1,600	\$2,644,048	\$2,477,568	\$2,697,856	\$3,983,911	\$2,547,029	\$2,778,934
Oldsmar	400	\$661,012	\$619,392	\$674,464	\$995,978	\$636,757	\$694,733
Tarpon Springs	500	\$826,265	\$774,240	\$843,080	\$1,244,972	\$795,946	\$868,417
Dunedin	700	\$1,156,771	\$1,083,936	\$1,180,312	\$1,742,961	\$1,114,325	\$1,215,784
FOG Facility ²	648	\$1,070,483	\$1,003,082	\$1,092,268	\$1,612,947	\$1,031,204	\$1,125,094
Total Costs	N/A	\$28,171,974	\$26,398,158	\$28,745,289	\$42,448,033	\$27,138,248	\$29,609,167

¹ Amounts shown reflect tonnages calculated as part of Tasks 201 and 301.

² Provided to show capacity dedicated to FOG.

- Current Tarpon Springs Biosolids Disposal:
- 422 Dry Tons per Year (2135 wet tons)
- ~\$200,000 per year

DRIVERS TO PARTICIPATE



- ④ Aging infrastructure – Tarpon Springs does not have existing biosolids facilities that require replacement or expansion



- ④ The City's current contractor is economical disposal option



- ④ Biosolids land application could be impacted by nutrient rules

- ④ Rules already in place since 2021
- ④ Current vendor just renewed for 5 years, no current concerns

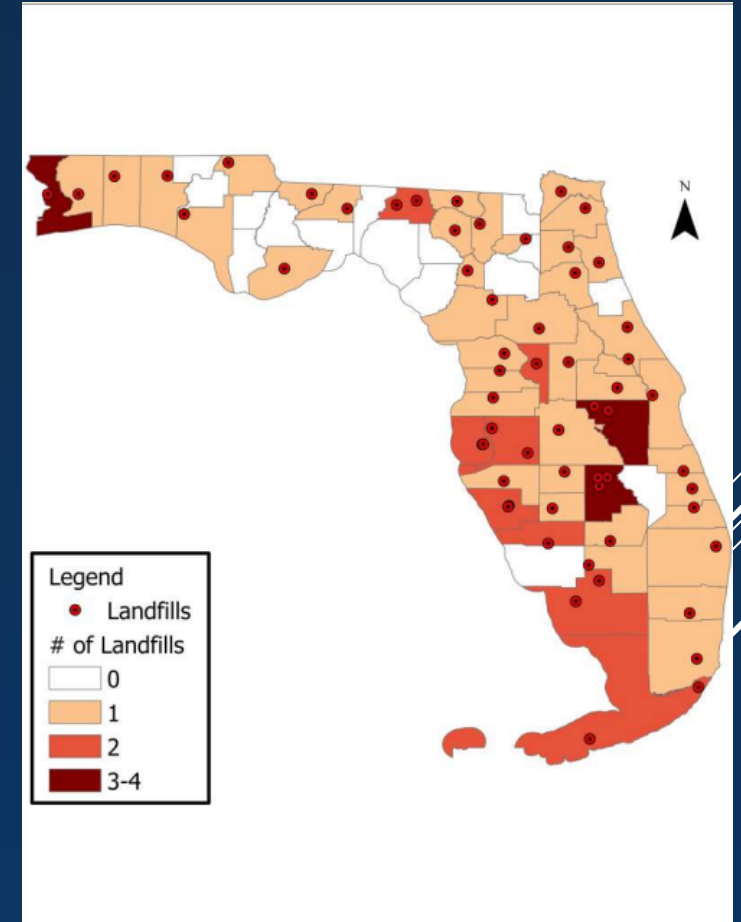


- ④ Biosolids land application could be impacted by PFAS Regulation

- ④ Very uncertain on timeline for PFAS
- ④ EPA Currently studying issue
- ④ No current EPA or FDEP rulemaking
- ④ Some states have started rule development
- ④ Rules would require a phase-in period for compliance, and would take years to develop

FUTURE OPTIONS AND CONSIDERATIONS

- ④ Keep using current vendor for biosolids disposal to avoid large cost increases
- ④ Join project if regulation forces the City to abandon biosolids land application
- ④ Other utilities are likely to develop disposal options if regulations proceed (Pasco, Hillsborough, Tampa?)
 - ④ ***Need to get best value for rate-payers***
- ④ Private entities may develop options for smaller utilities
- ④ Landfilling may be an option as well



STAFF RECOMMENDATION

- ④ Staff recommend against City participation in the interlocal agreement at this time.
- ④ Staff recommend notifying the County that we would be open to continued collaboration and participation in the study for potential reserve capacity without financial commitment.

PINELLAS COUNTY
UTILITIES DEPARTMENT
SERVICES/AUTHORIZATION FORM

TO:	Director Pinellas County Department of Utilities
FROM:	Patrick Victor, Client Service Leader, Senior Vice President, CDM Smith Inc.
DATE:	January 14, 2025
SUBJECT:	Contract No. 190-0157-N01SS, RRRF Engineer of Record Task Order No. 2 – Phase 2
CDM Smith PROJECT NO:	6018-
SCOPE:	See Attached
SCHEDULE:	See Attached
DELIVERABLES:	See Attached
AUTHORIZED FEE:	\$1,173,850.00

PCU Project 4143A

Jeremy Waugh, Utilities Director
Pinellas County

Patrick Victor, Client Service Leader
Senior Vice President
CDM Smith Inc

Date

Date

PINELLAS COUNTY UTILITIES DEPARTMENT

TASK ORDER 2-2024

REGIONAL RESOURCE RECOVERY FACILITY (RRRF) DESIGN CRITERIA PACKAGE - PHASE 2

This Task Order No. 2 is prepared pursuant to the Regional Resource Recovery Facility (RRRF) Engineer of Record (Contract No. 190-0157-NC (SS) - RRRF Engineer of Record), dated July 14, 2022 (Agreement) between Pinellas County (COUNTY) and CDM Smith Inc. (CONSULTANT).

INTRODUCTION

PINELLAS COUNTY UTILITIES (COUNTY) selected the CONSULTANT to provide professional services to develop a Preliminary Engineering Report (PER) and a Design Criteria Package (DCP) for a Regional Resource Recovery Facility (RRRF or Project). The RRRF will beneficially reuse biosolids generated by the COUNTY along with those from other neighboring utilities, to sustainably recover the inherent resource value of those biosolids. In conjunction with additional solid waste components such as food waste, yard waste and waste tires to produce alternative products or energy that effectively eliminates the need to rely solely on landfilling and/or land application for ultimate disposal in the original waste form.

The PER is scheduled to be completed by 2024 and the development of a DCP is required to solicit a Design-Build-Operate (DBO) Contractor. The purpose of the DCP is to define the design criteria, standards, and requirements of the RRRF for the procurement of a DBO to develop a Preliminary Design Report (PDR) and Contract Documents (Construction Plans, Technical Specifications, Permit Applications and Opinion of Probable Construction Cost (OPCC)) for use by the DBO for construction of the RRRF.

DEFINITIONS

- Partners – Pinellas County Utilities, Pinellas County Department of Solid Waste (DSW) and participating municipalities
- Stakeholders – include the general public, commercial enterprises, municipal customers.

BACKGROUND

This Task Order is based on the COUNTY's desire to develop an RRRF that can achieve the COUNTY's stated criteria as noted in the Introduction section. The RRRF will have the flexibility to adjust to changing regulatory issues and a variable/seasonal demand for final product. The CONSULTANT understands that the RRRF should improve public perception, generate a product that beneficially reuses the biosolids and other waste streams throughout its operational and contractual life and provides alternatives to the land application or landfilling of biosolids while utilizing feasible technologies to remain economically viable. The RRRF is focused on technologies which can produce product(s) which already have existing market(s) and/or have feasible end use which does not add excessive nutrients (Phosphorous and Nitrogen elements) to land. The RRRF is expected to implement multiple technologies to produce a range of beneficial products. Additionally, the RRRF will be designed to meet future anticipated regulatory changes.

PHASING OF THE REQUIRED SERVICES

As bulleted below, this project has been split into three phases; Phase 1 consisted of work requiring initial authorization and work progress to adequately define the RRRF; Phase 2 includes work supporting the ongoing Stakeholder Engagement, Legislative and Funding assistance, the development of draft and final DCP, and DBO procurement assistance; and Phase 3 includes support to the COUNTY and DBO during the detailed design process and providing Engineering Services during Construction. The services for the three phases are as follows:

- Phase 1 work (Development of the PER) is being completed.
- Phase 2 work (Development of the DCP) is included in this Task Order. The development of the DCP was deferred until the completion of Phase 1, so that the location, treatment capacity, treatment approach, conceptual design, planning level costs, and could be defined based on the PER developed in Phase 1.
- Phase 3 work (Engineering Services During Detailed Design and Construction) will be described in a subsequent Task Order.

The overall scope of work under the Phase 2 Task Order for the RRRF consists of Legislative and Project Funding Assistance, support with Inter-Local Agreements and COUNTY Ordinances, permitting support, the development of a Design Criteria Package (DCP), and procurement support to get the DBO engaged. The CONSULTANT understands that the overall COUNTY authorized work under this Project includes the items listed in the COUNTY's RFP No. 190-0157-NL(SS) for the RRRF Engineer of Record and the CONSULTANT's proposal and presentation hereof.

PRIOR SERVICES

To support DCP development and other deliverables under Phase 2, the CONSULTANT will leverage the knowledge developed by the CONSULTANT during the development of the Preliminary Engineering Report (PER) in Phase 1 of the Program.

The CONSULTANT's RRRF Phase 2 scope of work in this Task Order 2, is as follows:

RRRF PHASE 2 SCOPE OF SERVICES

TASK 100A - PROJECT AND QUALITY MANAGEMENT

Subtask 101A – Project Controls and Monitoring

Under this task the CONSULTANT will confirm that the quality of the work products defined within this scope are consistent with the CONSULTANT's standards, and will maintain the project on schedule, and within budget. This task consists of project set-up, document control, contract management and invoicing activities, quality reviews, internal monthly project status review management meetings, project progress email updates, and Phase 1 project close-out.

The CONSULTANT will create and maintain a MS Teams site for project management and communications with COUNTY staff and provide a written progress report in support of each monthly invoice.

Subtask 102A – Project Risk Register and Schedule Control

Within 14 calendar days of receipt of the purchase order and/or notice to proceed the CONSULTANT will develop and provide the COUNTY with a project baseline schedule. The CONSULTANT will utilize the baseline schedule to track project status throughout the life of the project. The CONSULTANT will make efforts to identify, document and communicate project risks and potential means to mitigate project risk to the COUNTY. The CONSULTANT will develop and share with the COUNTY a Microsoft based excel project risk register. The risk register identifies specific items for project scope, schedule and fee which pose risk(s) and pathways to address these risks both qualitatively and quantitatively. On a quarterly basis the CONSULTANT will update the project baseline schedule and risk register and provide each to the COUNTY for acknowledgement and acceptance. The changed schedule will become the new project baseline schedule after COUNTY's acknowledgement. Where more frequent modifications are required by the COUNTY, the CONSULTANT can provide the COUNTY with an updated schedule within 3 business days of a request made by the COUNTY throughout the project duration.

Subtask 103A – Project Communications and Meetings

During project execution, the CONSULTANT will provide ongoing engagement with the COUNTY and project stakeholders to keep the COUNTY apprised of project progress and known issues, collect and discuss the COUNTY's input and review comments and exchange information. The CONSULTANT will use various communication means, such as face-to-face meetings, phone and video calls amongst team members, emails, and written correspondence. For this effort, the CONSULTANT has budgeted for the following meetings for the project effective from project baseline schedule:

- Bimonthly Meetings: A total number of 5 virtual meetings and 6 in-person meetings with COUNTY project manager and technical lead attended by CONSULTANT's project manager, and project engineer. The project technical leads (PTL) will attend the meetings virtually. These meetings are estimated on a bimonthly frequency to discuss project updates, technical aspects, and progress.

Subtask 104A – Project Quality Management

The CONSULTANT will check and cross-check information, data, analysis, evaluations, and project deliverables using the CONSULTANT's standard practice to provide a systematic approach to quality that was developed in Phase 1 and will be used for the Phase 2 services to be provided for this Project.

Subtask 105A – Project Quality Management Workshop

The CONSULTANT will conduct a 4-hour project kick-off workshop (Project Workshop No. 1) with the COUNTY to drive the development of Critical Success Factors and discuss the integration of our Project Quality Management (PQM) process with the project during this meeting. This workshop will be attended by the CONSULTANT project manager, project technical lead (PTL), client service manager, two specialists, key subconsultant representatives and at least one project engineer. This workshop will integrate the CONSULTANT's lead staff with COUNTY's vision, priorities and will create a platform from which project progress can be gained and is critical to gain early momentum and align roles and goals

within the CONSULTANT and COUNTY team. Under the PQM, the CONSULTANT will conduct the following discussions with the COUNTY team:

- Project critical success factors, criteria, and Key Performance Indicators (KPI).
- Overall project vision.
- Team approach to project delivery.
- Shared vision of project success.
- Lessons learned from previous experience.
- Brainstorming session with key stakeholders to capture important strategies and desired outcomes at Project level.
- Communication Protocols and Plan (communications type, methods, use of SharePoint and MS teams).
- Deliverables Format – documents in MS PowerPoint, MS Word, and pdf and/or MS Excel per COUNTY's desire and direction.

The CONSULTANT will work with the COUNTY to develop the preliminary criteria for the Interlocal Agreement Template, Funding and the DCP during the workshop and after this workshop share a list and/or matrix of this criteria with the COUNTY for review. The CONSULTANT will combine the critical success factors, criteria, KPI's and decision matrix and/or its criteria into an editable document in MS Word format as the 'Project Guide' and share with COUNTY.

TASK 200A – INTERLOCAL AGREEMENTS

The CONSULTANT will develop a draft of the Inter-local Agreement Template for the COUNTY's review and comment. The draft Interlocal Agreement Template will be the basis for the COUNTY's discussions with the Potential Regional Partners for their involvement with the RRRF.

Subtask 201A – Development of Draft Interlocal Agreement Template

The CONSULTANT will develop the draft Interlocal Agreement Template based upon the COUNTY's standard Interlocal Agreement format. The draft Interlocal Agreement Template will provide provisions for the average daily dry ton biosolids capacity, the term and the required initial equity payment and how the Operation and Maintenance (O&M) and Renewal and Replacement (R&R) cost payments will be structured from the individual Potential Regional Partner to the RRRF. The draft Interlocal Agreement Template will also provide the COUNTY's requirement for the condition and quality of the biosolids to be received from each Potential Regional Partner. The draft Interlocal Agreement Template will provide for an anticipated tipping fee (per dry ton of biosolids delivered), initial equity commitment, Operation & Maintenance (O&M) cost component, Renewal and Replacement cost component, and the term of the

Agreement. CONSULTANT will offer as-needed support to the COUNTY with negotiations/discussions with each Potential Regional Partner.

Subtask 202A – Draft Interlocal Agreement Template Workshops

The CONSULTANT will convene up to five (5) Workshops with the COUNTY and the potential Regional Partners to discuss and review up to five (5) versions of the draft Interlocal Agreement Template. The Workshops will be to discuss and collect COUNTY and Potential Regional Partners' review comments on the draft Interlocal Agreement Templates. These Workshops will also be used as a forum to discuss the process for engaging and negotiating with the Potential Regional Partners.

Subtask 203A – Development of Final Draft Interlocal Agreement Template

The CONSULTANT will develop the final draft Interlocal Agreement Template based upon the COUNTY's comments and input received during the Workshop described in Subtask 202A. The final draft of the Interlocal Agreement Template will be submitted to the COUNTY.

Subtask 204A – Potential Regional Partners Negotiation, Coordination and Support

The CONSULTANT will support the COUNTY during negotiations with the Potential Regional Partners regarding the Interlocal Agreement for their participation in the RRRF. The identified Potential Regional Partners are:

1. The City of St. Petersburg
2. The City of Largo
3. The City of Clearwater
4. The City of Oldsmar
5. The City of Dunedin

This coordination support specifically consists of:

204A.1 City of St. Petersburg

- Up to five (5) individual meetings between the COUNTY and the City of St. Petersburg staff to discuss and negotiate their Interlocal Agreement.
- Up to three (3) meetings between the COUNTY and City of St. Petersburg Administrative and Political officials to present the RRRF Program. These meetings may occur at the Council/Commission meetings of the City of St. Petersburg. The CONSULTANT will prepare PowerPoint Presentation slide decks, hardcopy handouts, and other informational documentation for each of these meetings.

- Up to 2 (two) meetings between the COUNTY and other City of St. Petersburg Stakeholders (TBD).

204A.2 City of Largo

- Up to five (5) individual meetings between the COUNTY and the City of Largo staff to discuss and negotiate their Interlocal Agreement.
- Up to three (3) meetings between the COUNTY and City of Largo Administrative and Political officials to present the RRRF Program. These meetings may occur at the Council/Commission meetings of the City of Largo. The CONSULTANT will prepare PowerPoint Presentation slide decks, hardcopy handouts, and other informational documentation for each of these meetings.
- Up to 2 (two) meetings between the COUNTY and other City of Largo Stakeholders (TBD).

204A.3 City of Clearwater

- Up to five (5) individual meetings between the COUNTY and the City of Clearwater staff to discuss and negotiate their Interlocal Agreement.
- Up to three (3) meetings between the COUNTY and City of Clearwater Administrative and Political officials to present the RRRF Program. These meetings may occur at the Council/Commission meetings of the City of Clearwater. The CONSULTANT will prepare PowerPoint Presentation slide decks, hardcopy handouts, and other informational documentation for each of these meetings.
- Up to 2 (two) meetings between the COUNTY and other City of Clearwater Stakeholders (TBD).

204A.4 City of Oldsmar

- Up to five (5) individual meetings between the COUNTY and the City of Oldsmar staff to discuss and negotiate their Interlocal Agreement.
- Up to three (3) meetings between the COUNTY and City of Oldsmar Administrative and Political officials to present the RRRF Program. These meetings may occur at the Council/Commission meetings of the City of Oldsmar. The CONSULTANT will prepare PowerPoint Presentation slide decks, hardcopy handouts, and other informational documentation for each of these meetings.
- Up to 2 (two) meetings between the COUNTY and other City of Oldsmar Stakeholders (TBD).

204A.5 City of Dunedin

- Up to five (5) individual meetings between the COUNTY and the City of Dunedin staff to discuss and negotiate their Interlocal Agreement.
- Up to three (3) meetings between the COUNTY and City of Dunedin Administrative and Political officials to present the RRRF Program. These meetings may occur at the Council/Commission

meetings of the City of Dunedin. The CONSULTANT will prepare PowerPoint Presentation slide decks, hardcopy handouts, and other informational documentation for each of these meetings.

- Up to 2 (two) meetings between the COUNTY and other City of Dunedin Stakeholders (TBD).

Assumptions:

1. The COUNTY will be responsible for developing and negotiating the contracts between the COUNTY and each regional partner. CONSULTANT will provide necessary technical support to assist COUNTY.

TASK 200A - DELIVERABLES

- Subtask 201A: Draft Interlocal Agreement Template for each potential partner.
- Subtask 202A: Revised Interlocal Agreement Templates for each of the potential partners, based on feedback received during the meetings / workshops. Powerpoint slide decks, agendas, and meeting minutes with action items from each of the five (5) Workshops to modify the developing draft of the Interlocal Agreement Template.
- Subtask 203A: Final Interlocal Agreement Template for each potential partner.
- Subtask 204A: Potential Regional Partner PowerPoint Presentation slide decks and hardcopy handouts.

TASK 400A – PERMITTING ASSISTANCE

The CONSULTANT will assist the COUNTY with preliminary permitting activities and regulatory consulting activities for the RRRF. These activities include: identifying required permits for the construction and operation of the RRRF; collecting and compiling required data and information for future permit applications; convening and participating in preapplication meetings with regulatory agencies; maintaining communication with regulatory agencies during the development of the DCP to keep them informed of the progress of the RRRF and to enhance their review and processing of the to be submitted permit applications; and assisting with responses to requests for additional information (RAIs) during the regulatory agencies' review of the permit applications. The initial list of regulatory agencies to be coordinated with includes (but not limited to): the Florida Department for Environmental Protection (FDEP); the Southwest Florida Water Management District (SWFWMD); Pinellas County Building Department (PCBD).

Subtask 401A – FDEP Permitting Assistance

The CONSULTANT will develop a listing of the permitting requirements of the FDEP (Chapter 62-640) of the Florida Administrative Code (F.A.C.) for the RRRF. The CONSULTANT will convene a preapplication meeting with FDEP to introduce and discuss the RRRF and to collect feedback from FDEP about the

development of the permit application(s) and specific data and information the FDEP reviewers would need to assist them with the review of the permit application(s). During the development of the DCP, the CONSULTANT will assist the COUNTY with any communications with FDEP on the status of the RRRF.

Subtask 402A – SWFWMD Permitting Assistance

The CONSULTANT will develop a listing of the permitting requirements of the Southwest Florida Water Management District (SWFWMD) for the RRRF. It is anticipated that the SWFWMD will have jurisdiction with Environmental Resource Permit (ERP) for the RRRF site. The proposed site for the RRRF is within the Pinellas County Solid Waste to Energy Facility Complex and the RRRF site's stormwater management will need to be integrated with the existing stormwater management plan of the Solid Waste to Energy Facility. The CONSULTANT will convene a preapplication meeting with SWFWMD to introduce and discuss the RRRF and to collect feedback from SWFWMD about the development of the permit application(s) and specific data and information the SWFWMD reviewers would need to assist them with the review of the permit application(s). During the development of the DCP, the CONSULTANT will assist the County with any communications with SWFWMD on the status of the RRRF.

Subtask 403A – Pinellas County Building Department Permitting Assistance

The CONSULTANT will develop a listing of the permitting requirements of the PCBD for the RRRF. The CONSULTANT will convene a preapplication meeting with PCBD to introduce and discuss the RRRF and to collect feedback from PCBD about the development of the permit application and specific data and information the PCBD reviewers would need to assist them with the review of the permit application. During the development of the DCP, the CONSULTANT will assist the County with any communications with PCBD on the status of the RRRF.

Subtask 404A – FDEP Air Permitting Assistance

The CONSULTANT will develop a listing of the air permitting requirements of the FDEP (Chapter 62-212 of the Florida Administrative Code (F.A.C.) for the RRRF. The CONSULTANT will convene a preapplication meeting with FDEP to introduce and discuss the RRRF and to collect feedback from FDEP about the development of the permit application(s) and specific data and information the FDEP reviewers would need to assist them with the review of the permit application(s). During the development of the DCP, the CONSULTANT will assist the COUNTY with any communications with FDEP on the status of the RRRF.

TASK 400A - DELIVERABLES

- Subtask 401A: Meeting Minutes; compiled data and information; copies of communication with FDEP.
- Subtask 402A: Meeting Minutes; compiled data and information; copies of communication with SWFWMD.
- Subtask 402A; Subtask 403A: Meeting Minutes; compiled data and information; copies of communication with FDEP regarding the air permit.

TASK 600A – LEGISLATIVE AND/OR PROJECT FUNDING ASSISTANCE

Subtask 601A – Legislative Support

CONSULTANT will provide as-needed funding support, including development of a financing plan and grant and loan application support. Additionally, the CONSULTANT may provide Legislative updates for potential impact to RRRF Program by monitoring the Florida Legislature for legislation that may impact the RRRF associated with biosolids, contaminants of interest, and internal use of renewable energy. The following activities are identified:

- Develop and implement a proactive legislative plan in conjunction with the COUNTY.
- Provide regular updates on lobbying activities performed on the COUNTY's behalf.
- Assist with setting up meetings with legislators and agency personnel as requested.
- Draft letters and talking points, as necessary.
- Advise when a bill is filed in the Legislature that may impact the RRRF.
- Track and report bill progress and provide written status reports monthly.
- Obtain bill sponsors in the Florida House of Representatives and the Florida Senate for the legislation/amendments proposed related to the RRRF.
- Coordinate with House and Senate bill drafting personnel to achieve consistency between House and Senate bill draft language and RRRF-related legislation/amendments.
- Appear and speak on behalf of COUNTY at hearings before legislative and interim legislative committees.
- As part of a proactive legislative plan, coordinate a presentation by COUNTY staff regarding the RRRF and innovations being considered.
- Seek to defeat, support, or modify any legislation proposed by others that may affect the RRRF.
- Proactively contact and coordinate with other lobbyists or Third parties representing COUNTY to build support for the RRRF.
- Attend in person or by teleconference meetings related to the Legislature, bills filed, and proactive legislative plan.
- Register with the State of Florida as a lobbyist for COUNTY and file all reports consistent with Florida law and applicable lobbying rules and protocols of the Florida House of Representatives and the Florida Senate.

- List additional potential Constituents of Interest (CI) for consideration based on upcoming legislation.

Legislative Appropriations Project Request (Member Project) Process:

- Identify project to receive legislative funding.
- Identify requested funding amount.
- Identify, confirm and educate House and Senate project sponsors on the project.
- Provide key information to the CONSULTANT for completing the House* and Senate legislative appropriations project request (APR) forms.
- Review and finalize APRs and provide to sponsors for submittal.
- During the 2025 session, the CONSULTANT and the COUNTY will meet routinely with appropriate committee, agency and Governor's Office staff to discuss the funding request.
- The CONSULTANT and the COUNTY will work to ensure inclusion of the APR in the 2025-26 budget through the budget conference process.
- The CONSULTANT and the COUNTY will work to ensure that the project is protected from line-item veto.

**The Florida House of Representatives will impose a deadline for APR submissions. This also includes an attestation form. This deadline has not been decided for the 2025 session.*

Agency Funding Opportunities:

During the 2024 session, the legislature passed SB 1038, funding for Environmental Resource Management. The bill directs 96% of the revenue generated from the Seminole Tribe Compact to fund water quality improvement, infrastructure, and the continued acquisition and management of Florida's conservation lands. As of February 2024, the revenue share estimates are approximately \$750 million per year. This will significantly fund many of the existing grant funds under Florida Department of Environmental Protection's purview. Grant programs include:

- Water Quality Improvement Grant Program
- Alternative Water Supply Grant Program
- Springs Restoration Grant Program
- Wetlands Restoration and Protection Grant Program
- Innovative Technology for Harmful Algal Blooms Grant Program
- Nonpoint Source Management Grant Program
- Florida's Coral Reef Restoration and Recovery Initiative Grant Program
- Local Government Water Supply Pilot Grant Program
- Resilient Florida - Planning Grants
- Resilient Florida - Implementation Grants

These grants have closed for this fiscal cycle but will reopen for application submission. Applicants are encouraged to apply for all grant programs they may be eligible for.

Application for agency grants does not preclude the applicant from seeking direct legislative appropriation(s).

Additional Legislative Outreach:

At this time, we do not have the 2025-26 committee structure, however, we can confirm that Senator Ed Hooper will be the Senate Appropriations Chair under President Albritton's administration.

- Propose a site visit with Senator Ed Hooper to educate him on the project.
- Meet with impacted stakeholders.
- Meet with and present at the Pinellas County Delegation meeting.

Subtask 602A – Funding Support

602A.1 Introduction and Status Update Kick-off Meeting

This kickoff meeting will be held virtually and will serve as a kickoff for the funding efforts and will include professionals from the COUNTY who will be involved in the funding efforts. In this meeting, the CONSULTANT will solicit input from the COUNTY, such as understanding what, if anything, the COUNTY has done to date related to funding (application for specific grants, conversations with funding agencies, etc.). This meeting will provide an opportunity for the CONSULTANT to solicit input on the COUNTY's goals and vision which will aid in the funding approach and determining the funding strategy. The goal of this meeting is to provide the team with a clear starting point for the development and execution of the funding plan. CONSULTANT will submit an agenda in advance of the meeting, and meeting minutes following the meeting.

602A.2 Update Funding Memorandum

The research for CONSULTANT's initial funding memo for the COUNTY was conducted nearly two years ago and requires an update. In researching funding programs in early 2023, the CONSULTANT canvassed dozens of federal and state funding programs and examined eligibility, priority, timing, match requirements, application and administrative burden, and special considerations of each funding program. Findings were documented in the Draft Memorandum: Funding and Financing Alternatives Evaluation. This Memorandum also included conclusions and funding strategy recommendations.

Some funding programs may no longer be available and new programs may have emerged. It is important to do a refresh of the Funding Memorandum to accurately reflect current funding options that the County may want to consider.

- CONSULTANT will review previously canvassed funding programs for changes, timing, terms, eligibility criteria, priority projects, etc.

- CONSULTANT will search for and review new funding programs and analyze the key facts as noted in the table below. Program details will be evaluated to best combine and leverage multiple funding sources.

Key Facts	
Grant and/or Loan	Identifies the funding source as a grant and/or a loan.
Terms	N/A for a grant. If a loan, terms will include an estimate of the interest rate and the maximum length of the loan repayment.
Maximum Funding per Cycle	Identifies the maximum funding available per funding cycle.
Match Requirement	Identifies the required match percentage and any special match conditions or exclusions.
Application Burden	Low – Can be completed in-house or with minimal outside support. Moderate – Typically completed by an in-house trained grant writer or outside consultant. High – Typically completed by a consultant and may include special technical reports or studies and planning documents.
Special Application Considerations	Identifies important factors related to schedule and effort such as partnerships, public involvement, and special timetables.
Administrative Burden	Low – Can be completed in-house or with minimal outside support. Moderate – Typically completed by an in-house trained grant administrator or outside consultant. High – Typically completed by a consultant and may include special reports or compliance requirements such as Davis-Bacon and Equal Employment Opportunity (EEO).
Special Administrative Considerations	Identifies important factors related to schedule and effort such as Davis Bacon, EEO monitoring, and others.

- CONSULTANT will update the Strategy Recommendations based on previous and new information. The recommendations will aim to best leverage various federal and state funding programs and matching funds, with the goal of optimizing funding opportunities to decrease the financial burden on COUNTY and any participating Regional Partners. Previously-reviewed and new sources include, but are not limited to, funding through the Bipartisan Infrastructure Bill (BIL, also often referred to as the Infrastructure Investment and Jobs Act – IIJA) and the Inflation Reduction Act (IRA), and Florida funding opportunities through the Department of Environmental Protection (DEP). The Draft Funding Memorandum and Strategy Recommendations will be submitted to the COUNTY for comments.
- CONSULTANT will facilitate a one-hour virtual meeting with the COUNTY to review the COUNTY's comments on the Draft Funding Memorandum and Strategy Recommendations. This meeting is best conducted after the COUNTY has sent written comments to the CONSULTANT and the CONSULTANT has had time to review the comments.
- CONSULTANT will finalize the Funding Memorandum and Strategy Recommendations, based on input from the COUNTY.

602A.3 Develop Strategic Funding Plan

Based on feedback and decisions from the COUNTY, CONSULTANT will develop a strategy for next steps and associated timing. This strategy will include which funding programs to pursue, the timeline of each, matching requirements, and information required by the COUNTY to move forward.

- CONSULTANT will provide a brief draft Memorandum, outlining the recommended funding plan. The COUNTY will provide feedback, and any changes will be noted in a revised Memorandum.
- CONSULTANT will facilitate a one-hour meeting with the COUNTY to review the Funding Plan and collect feedback from the COUNTY.
- CONSULTANT will finalize the Funding Plan, based on input from the COUNTY, and submit the Memorandum as final.

602A.4 Grant and Loan Application Support

The Strategic Funding Plan will define which funding programs the COUNTY chooses to pursue. The Grant and Loan Support will be an implementation of this strategy. This includes support with the various grant and loan applications. The specific funding programs to be pursued, the number of applications supported and submitted, and the associated timeline will be finalized at during the Update of the Funding Memorandum. CONSULTANT assumes the pursuit of the following funding opportunities:

- **Water Infrastructure Finance and Innovation Act**

WIFIA is one of the few financing programs able to finance (up to 49%) of large capital projects. It is assumed that WIFIA funding will be pursued. WIFIA is a two-step process – the Letter of Interest (LOI) and the Application. The purpose of this task is to assist the COUNTY in the preparation of the WIFIA LOI and Application. This assumes that following the LOI submittal, the COUNTY will be invited to apply for a loan. This includes:

1. Work with key internal individuals in finance, engineering, strategy and planning, and others to prepare the LOI and the Application. The COUNTY will provide much of the content, with help from CONSULTANT on the technical and other portions. Much of the information in the attachments, as well as the financial model for the Application, will come from the COUNTY. The Application requires significantly more information than the LOI.
2. Develop strategy and timeline for LOI and Application, manage and track progress throughout the process. Timeline will include 1) detailed breakdown of each section and development of subtasks for section completion, 2) breakdown of each question and responsible individual(s), 3) incorporating relevant information from LOI into Application (for Application only), 4) draft of individual questions and sections, 4) draft full LOI and Application, 5) multiple review dates 6) final draft for internal review, 7) final draft for editorial review and 8) final LOI and Application response.
3. Communicate with the WIFIA team as needed throughout the LOI and Application process.
4. Consolidate information provided by the COUNTY and streamline for LOI and Application response. Because input for the LOI and Application will come from multiple individuals, it is important for the tone and writing of the Application to be structured and consistent.
5. Prepare optimal responses based on CONSULTANT's insight into past project applications.
6. Review by CONSULTANT's copyediting team to polish final version.
7. Ensure that the final LOI and Application clearly describe the prospective borrower and the proposed project, provide key financial and engineering information and documents, meet all application criteria, and include all supporting documents.

- **State Revolving Fund**

The State Revolving Fund (SRF) offers attractive rates and should be considered as a funding opportunity. The SRF is a two-step process – the Request for Inclusion (RFI) and the Application. This task is to assist the COUNTY in preparing the SRF RFI and the Application. This assumes that following the RFI submittal, the project will be placed on the Intended Use Plan (IUP) and will have the opportunity to apply for SRF. The includes:

1. Work with key internal individuals in finance, engineering, strategy and planning, and others to prepare the RFI and the Application. The COUNTY will provide much of the content, with help from CONSULTANT on the technical and other portions. Much of the information in the attachments, as well as the financial model for the Application, will come from the COUNTY. The Application requires significantly more information than the RFI.
2. Develop strategy and timeline for RFI and Application. Manage and track progress throughout the process. Timeline will include 1) detailed breakdown of each section and development of subtasks for section completion, 2) breakdown of each question and responsible individual(s), 3) incorporating relevant information from RFI into Application (for Application only), 4) draft of individual questions and sections, 4) draft full RFI and Application, 5) multiple review dates, 6) final draft for internal review, 7) final draft for editorial review and 8) final RFI and Application response.
3. Communicate with the SRF team as needed throughout the RFI and Application process.
4. Consolidate information provided by the COUNTY and streamline for RFI and Application response. Because input for the RFI and Application will come from multiple individuals, it is important for the tone and writing of the Application to be structured and consistent.
5. Prepare initial responses based on CONSULTANT's insight into past project application.
6. Review by CONSULTANT's copyediting team to polish final version.
7. Ensure that the final RFI and Application clearly describe the prospective borrower and the proposed project, provide key financial and engineering information and documents, meet all application criteria, and include all supporting documents.

▪ **One Florida State Grant**

The CONSULTANT will assist the COUNTY with One Florida State Grant application. The selected program will be determined following the updated funding evaluation and the subsequent strategy recommendations and discussion. Scope details will be developed once the selected funding program is determined.

TASK 600A - DELIVERABLES

- Subtask 601A: Draft and Final Legislative Implementation Plan; Monthly Status Reports; Updates
- Subtask 602A: Funding Kickoff Meeting Minutes; Funding Strategy Recommendations; Funding Memorandum and Strategy Recommendations Meeting Minutes; Funding Technical Memorandum (Draft and Final); Funding Plan Meeting Minutes; Funding Plan Memorandum (Draft and Final); WIFEA Application Packet; SRF Application Packet; Florida State Grant Application Packet

TASK 700A - DEVELOPMENT OF DESIGN CRITERIA PACKAGE (DCP)

The DCP will be developed for inclusion in the Request for Proposal to solicit a Design-Builder. The DCP will include the PER developed in Phase 1 and supporting preliminary drawings and technical specification sections developed as part of the DCP. The DCP will provide sufficient information for potential proposers to submit their qualifications for the COUNTY to review and select a Progressive Design-Build Team for the detailed design and construction of the PRRF at the existing FOG Facility site.

The development of the draft DCP will include the following considerations and updates:

- PER Modifications, BCE modifications.
- Summarize Constituents of Interest (CI) within source materials, evaluate potential impacts to waste streams due to CI and provide alternatives for addressing adverse impacts, Technology screening for addressing aspects of CI, Recommend additional investigations into identified CI.
- Assessment of Permitting requirements and Funding options.
- Assessment of Procurement methods.
- Assist in developing the draft agreement between the COUNTY and their selected Design-Build Team.
- Prepare draft and final DCP packages and Engineer's Opinion of Probable Construction Cost.

Subtask 701A – PROJECT DELIVERY METHOD EVALUATION AND SELECTION

The CONSULTANT will evaluate four (4) methods of Project Delivery for the procurement of the RRRF. These Project Delivery methods include Design-Bid-Build, Two-step Design-Build; Progressive Design-Build, Design-Build-Operate. Each method will be evaluated focusing on the Project risks and responsibilities inherent to each. Project risks that will be considered include capital and O&M costs, mechanical performance, (throughput/reliability/product quality), permitting/permit compliance, and product marketing.

- The CONSULTANT will develop a matrix analysis depicting the risk ownership.
- The CONSULTANT will prepare a draft Project Delivery Method Evaluation Report for review and comment by the COUNTY.

- The CONSULTANT will convene a review meeting with the COUNTY to discuss the draft Project Delivery Method Evaluation Report and to receive the COUNTY's review comments.
- The CONSULTANT will address the comments received on the draft Project Delivery Method Evaluation Report during the review meeting with the COUNTY to finalize the Project Delivery Method Evaluation Report.

Subtask 702A – DEVELOPMENT OF DRAFT DCP

The draft DCP will be developed based on the findings and RRRF requirements developed in the PER during Phase 1. The draft outline for DCP is presented below subject to modifications based on the work completed during the development of the draft DCP.

1.0 Introduction

1.1 Project Background

1.2 General Project Description

2.0 Scope of Services

2.1 Process/Mechanical

2.1.1 General Requirements and Scope

2.1.2 Applicable Standards, Regulations, and Codes

2.1.3 Design Criteria

2.1.4 Permitting Requirements

2.1.5 Products and Materials

2.2 Civil/Site

2.2.1 General Requirements and Scope

2.2.2 Applicable Standards, Regulations, and Codes

2.2.3 Design Criteria

2.2.4 Permitting Requirements

2.2.5 Products and Materials

2.3 Architectural

2.3.1 General Requirements and Scope

2.3.2 Applicable Standards, Regulations, and Codes

2.3.3 Design Criteria

2.3.4 Permitting Requirements

2.3.5 Products and Materials

2.4 Structural

- 2.4.1 General Requirements and Scope
- 2.4.2 Applicable Standards, Regulations, and Codes
- 2.4.3 Design Criteria
- 2.4.4 Building Analyses Requirements

2.5 Electrical

- 2.5.1 General Requirements and Scope
- 2.5.2 Applicable Standards, Regulations, and Codes
- 2.5.3 Design Criteria
- 2.5.4 Permitting Requirements
- 2.5.5 Products and Materials

2.6 Automation

- 2.6.1 General Requirements and Scope
- 2.6.2 Applicable Standards, Regulations, and Codes
- 2.6.3 Design Criteria
- 2.6.4 Permitting Requirements
- 2.6.5 Products and Materials

2.7 Plumbing and HVAC

- 2.7.1 General Requirements and Scope
- 2.7.2 Applicable Standards, Regulations, and Codes
- 2.7.3 Design Criteria
- 2.7.4 Permitting Requirements
- 2.7.5 Products and Materials

3.0 Appendix

- A. Preliminary Engineering Report
- B. Preliminary Drawings
- C. Opinion Of Probable Construction Cost (OPCC)
- D. Preliminary Project Schedule

The draft DCP will be delivered to the COUNTY in PDF format via email to the COUNTY Project Manager within 36 weeks after the initial coordination meeting is completed. Within 4 weeks following submittal of the draft DCP, the CONSULTANT will convene and attend the DCP Workshop (Subtask 703A) with the COUNTY to receive and discuss the COUNTY's review comments. Within 3 weeks following the Review Meeting, the CONSULTANT will revise the draft DCP to address agreed-upon resolution to comments received from the COUNTY and will submit a final version of DCP.

Subtask 703A – DCP Workshop

The CONSULTANT will conduct one workshop to discuss the draft DCP and obtain confirmation for the presentation of draft results and recommendations. The CONSULTANT will provide a brief description of the DCP components, provide an overview of the technical design criteria identified in the draft DCP, discuss the current Engineer's Opinion of Probable Construction Cost (EOPCC), and discuss regulatory requirements. The workshop will seek review comments from the COUNTY for finalization of the DCP.

The DCP workshop is estimated to last 2 -hours and will be attended by the project manager, project technical lead (PTL), client service manager, and up to five more members such as specialists, project engineer, subconsultants.

Subtask 704A – DCP Finalization

The CONSULTANT will address the comments received on the draft DCP and during the DCP workshop from the COUNTY and COUNTY designated stakeholders to finalize the DCP.

TASK 700A - DELIVERABLES

- Subtask 701A: Draft and Final Project Delivery Method Evaluation Reports; review meeting minutes.
- Subtask 702A: Draft DCP.
- Subtask 703A: DCP Workshop agenda and minutes with action items to modify the draft DCP.
- Subtask 704A: Final DCP.

TASK 800A – PROJECT DELIVERY TEAM PROCUREMENT ASSISTANCE

The CONSULTANT will provide Engineering Services supporting the COUNTY's efforts for a qualifications-based Project Delivery Team procurement after selecting the Project Procurement Method under Subtask 701A. Services include assistance in developing the Request for Proposal documents including Project Delivery Team Qualifications and Proposal Evaluation Criteria. The CONSULTANT will also help evaluate the proposals received by the COUNTY as described later in this task description. If a Design-Build-Operate (DBO) Project Delivery Method is selected, a performance base Service Agreement or Term Sheet will be developed and included with the Procurement Documents.

The CONSULTANT will attend the Pre-Proposal meeting, assist the COUNTY Purchasing Staff in preparing responses to requests for Design Criteria or other technical clarification from Project Delivery Teams, and develop addenda items to address technical questions if necessary. Proposal review will include technical evaluation of proposals received against the developed criteria. The CONSULTANT will provide the COUNTY with technical related feedback for each proposer including a final recommendation or liaison with the COUNTY selection committee personnel.

TASK 850A – COUNTY ALLOWANCE FOR ADDITIONAL SERVICES

The work under this task is proposed to be authorized by the COUNTY at the staff level as OWNERS ALLOWANCE for a not to exceed Time and Materials basis for up to \$XXXXXXXX based upon approximately 10 percent of the base fee. This task provides flexibility to further delineate specific option(s) per COUNTY's directive and can reduce the schedule delay risk to COUNTY for any gaps between Phase 1 and Phase 2 scope of services. Currently, the CONSULTANT has identified the following services as subtasks under this task which are required to support the Phase 1 scope of work.

Subtask 851A – Additional Work Contingency

To offer an opportunity to further evaluate any specific topics of interest to COUNTY or any major stakeholder the CONSULTANT will conduct additional work per COUNTY's directive. This work may include, but not be limited to:

- Bench-scale testing or piloting.
- Observe existing conditions or operations at South Cross Bayou facility or at any wastewater or biosolids facility.
- Collect additional information or data or analyze or evaluate options or provide technical or summary reports.
- Assistance with Pinellas COUNTY's Economic Development Department or other Departments as necessary.
- Services to handle scope changes or additional services in line with the services listed in this authorization as determined by COUNTY staff for the RRRF Phase 2.
- Financial Award Management.
- Additional workshops.
- Any items not specifically listed in this scope of work.

ASSUMPTIONS FOR PHASE 2

- The CONSULTANT will work with the COUNTY PM to identify and invite the appropriate COUNTY staff, key Stakeholders, and/or others to attend each Workshop.
- Unless explicitly stated otherwise, the CONSULTANT has assumed that all information and/or data exchange, communications, and submittals are provided, exchanged, and communicated online and through conference calls only. The COUNTY will respond to data requests and schedule project

meetings within a reasonable amount of time as not to affect the project schedule. The CONSULTANT will not be responsible for schedule delays due to COUNTY actions. The CONSULTANT has assumed that COUNTY will provide review comments within 2 weeks for all reviews and deliverables except PER for which the CONSULTANT has assumed a review timeline of up to 4 weeks for the COUNTY.

- The scope does not include any re-design, engineering or evaluation of the existing infrastructure or does not include work to propose change to any facility or its operations. It is intended that the DCP will carry over the recommendations from the PER.
- If additional survey or geotechnical data is required to provide services under this scope of work, it will be at the COUNTY's expense and requested through separate authorizations.
- The CONSULTANT has assumed that the FOG Facility will be the siting location for the RRRF and this is assumed for the evaluation of regulatory requirements.
- Deliverables from the CONSULTANT to COUNTY are limited to the items listed under deliverables. Unless listed under deliverables, no formal submittal or minutes of meeting is planned for work under Phase 2.
- The CONSULTANT is not required to address the requirements of or assist the COUNTY or any party to address 62-640.880 (1) (c) Florida Administrative Code (FAC). This FAC requires the source facility and the biosolids treatment facility to enter into a written agreement addressing the quality and quantity of the biosolids accepted by the biosolids treatment facility.
- For any AutoCAD use on the Project the CONSULTANT will use drawings in a format consistent with the CONSULTANT's standard. The CONSULTANT's standard above grade vertical facilities is to develop them in 3D.
- No material testing is proposed under the Phase 2 scope of work.
- The work under Phase 2 is assumed by the CONSULTANT to be authorized by the COUNTY in a continuous manner so that the CONSULTANT will continue to work seamlessly without a gap between Phase 1 and Phase 2 to maintain overall project schedule and realize fee savings due to The CONSULTANT will start work within seven working days after receiving the formal purchase order and/or written notice to proceed (NTP). Within 30 days after receiving the NTP, the CONSULTANT will prepare a project schedule for discussion with the COUNTY. This schedule will become the Baseline Schedule for the Project. The estimated schedule is shown in **Exhibit B**.
- The COUNTY will be responsible for developing and negotiating the contracts between the COUNTY and each regional partner. CONSULTANT will provide necessary technical support to assist COUNTY.

- The COUNTY will provide requested data needed for the Grant and Loan applications that the CONSULTANT is preparing.
- CONSULTANT will prepare the application packet for the COUNTY to submit to the various funding Agencies (e.g., FDEP, USEPA, etc.).

PAYMENT AND COMPENSATION

The CONSULTANT will perform the work defined in this Task Order for the Phase 2 services on a Lump Sum basis in accordance with the terms and conditions of our Agreement for a fee of \$1,973,850.00 (Task 100A through Task 800A). For any Additional Services, Task 850A, a NTE amount of \$200,000.00 (TBD) is established for the exclusive use of the COUNTY, and the CONSULTANT will not use this allowance amount without the prior written approval of the COUNTY's project manager. The total NTE fee for this Task Order is \$2,173,850.00. A breakdown of the total fee for Phase 2 services is provided in **Exhibit D**.

Both the CONSULTANT and the COUNTY recognize that the services described above represent an estimated level of effort based on the best available information as of this proposal's time. CONSULTANT shall not be obligated to incur cost, and the COUNTY is not obligated to pay fees in excess of the fee set forth herein, without written authorization signed by both the CONSULTANT and the COUNTY. The CONSULTANT will submit monthly invoices for the work performed during the project with a written project status report in support of the invoiced amount. No retainage will be withheld by the COUNTY from the monthly payments under this Task Order.

EXHIBIT B ESTIMATED SCHEDULE FOR PHASE 2

TASK	START	FINISH
Task 100A -- Project and Quality Management	March 24, 2025	July 31, 2026
Task 200A -- Interlocal Agreement	March 24, 2025	February 2, 2026
Task 400A -- Permitting Assistance	July 1, 2025	December 31, 2025
Task 600A -- Legislative and Project Funding Assistance	March 24, 2025	July 31, 2026
Task 700A -- Development of DCP	March 24, 2025	December 31, 2025
Task 800A -- Design-Build Team Procurement Assistance	February 2, 2026	July 31, 2026

Proposal Only

EXHIBIT C STAKEHOLDER LIST

Potential Regional Partner
City of St. Petersburg
City of Largo
City of Clearwater
City of Oldsmar
City of Dunedin

Proposal Only

EXHIBIT D FEE ESTIMATE FOR PHASE 2

Proposal Only

EXHIBIT D FEE ESTIMATE

Project Details				Resource Details																				
Business Unit	NAU			Resource Type	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	SubContract - Labor	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	
Project Currency	USD			Resource Description	Officer/VP	Officer/VP	Officer/VP	Sr. Professional	VP	Sr. Technical Specialist	Sr. Project Manager	Sr. Tech Specialist	VP	Sr. Tech Specialist	Project Engineer	In-House Consultant	Sr. Technical Specialist	Technical Specialist	Sr. Engineer	Sr. Engineer	Project Engineer	VP	Sr. Professional	Technical Support
Contract Type	Lump Sum			Resource Name	Tsang, Kwok-Wai R	Sonawane, Aamod	Victor, Patrick R	Lewis, Martin J	Loomis, Peter M	Treadway, Jonathan	Tallman, Dana	Pangasa, Vipin	Apa, Vincent L III	Sapienza, Frank C	Restrepo, Carolina	Strobridge Dan	Hauck, Paul L	Wilkins, Suzanne M	Liu, Wei-Ting	Staunton, Eric T	Westerlund, Kurt K	Alford, Michael T	Wyss, Eric A	Hobdy, Gregory D
Project Id	273943			Project Bill Rate	\$295.00	\$295.00	\$295.00	\$265.00	\$295.00	\$285.00	\$265.00	\$285.00	\$295.00	\$285.00	\$190.00	\$190.00	\$285.00	\$240.00	\$260.00	\$260.00	\$190.00	\$295.00	\$265.00	\$170.00
Project Name	RRRF EOR Phase 2 - Interlocal Agreement/Funding/DCP			Total Units	554.00	148.00	6.00	32.00	36.00	44.00	1,226.00	80.00	46.00	46.00	116.00	206.00	48.00	20.00	432.00	56.00	74.00	18.00	126.00	94.00
Client Name	Pinellas County			Total Billable Amount	\$163,430.00	\$43,660.00	\$1,770.00	\$8,480.00	\$10,620.00	\$12,540.00	\$324,890.00	\$22,800.00	\$13,570.00	\$13,110.00	\$22,040.00	\$39,140.00	\$13,680.00	\$4,800.00	\$112,320.00	\$14,560.00	\$14,060.00	\$5,310.00	\$33,390.00	\$15,980.00
Project Manager	Dana K. Tallman																							
Planned Start Date	3/24/2025																							
Planned End Date	7/31/2026																							
Get Keys	WBS Rollup	Refresh Reports	Client Export																					
WBS Code	Level	Act ID	WBS/Activity Name	Start Date	End Date	Duration	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
100	1		Task 100 Project and Quality Management	3/24/2025	7/31/2026	495																		
100.1	2		Subtask 101A – Project Controls and Monitoring	3/24/2025	7/31/2026	495	6.00	52.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.2	2		Subtask 102A – Project Risk Register and Schedule Control	3/24/2025	7/31/2026	495	0.00	14.00	0.00	0.00	0.00	0.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.3	2		Subtask 103A – Project Communications and Meetings	3/24/2025	7/31/2026	495	6.00	24.00	2.00	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.4	2		Subtask 104A – Project Quality Management	3/24/2025	7/31/2026	495	40.00	30.00	0.00	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100.5	2		Subtask 105A -- Project Quality Management (PQM) Workshop	3/24/2025	7/31/2026	495	20.00	0.00	4.00	32.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200	1		Task 200A Interlocal Agreements	3/24/2025	12/31/2025	283																		
200.1	2		Subtask 201A – Development of Draft Interlocal Agreement Template	3/24/2025	3/30/2025	7	20.00	8.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	20.00	0.00	0.00
200.2	2		Subtask 202A – Draft Interlocal Agreement Template Workshop	4/1/2025	4/20/2025	20	20.00	8.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	8.00	8.00	0.00	20.00	0.00	0.00	0.00
200.3	2		Subtask 203A – Development of Final Interlocal Agreement Template	4/20/2025	5/15/2025	26	20.00	12.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	36.00	0.00	0.00	20.00	0.00	0.00	0.00
200.4	2		Subtask 204A – Potential Regional Partners Negotiation, Coordination and Support	5/20/2025	12/31/2025	226	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200.4.1	3		Subtask 204A.1 -- City of St. Petersburg	5/20/2025	12/31/2025	226	30.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00
200.4.2	3		Subtask 204A.2 -- City of Largo	5/20/2025	12/31/2025	226	30.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00
200.4.3	3		Subtask 204A.3 -- City of Clearwater	5/20/2025	12/31/2025	226	30.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00
200.4.4	3		Subtask 204A.4 -- City of Oldsmar	5/20/2025	12/31/2025	226	30.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00
200.4.5	3		Subtask 204A.5 -- City of Dunedin	5/20/2025	12/31/2025	226	30.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00
400	1		TASK 400A Permitting Assistance	3/24/2025	12/31/2025	283																		
400.1	2		Subtask 401A – FDEP Solid Waste Permitting Assistance	7/1/2025	12/31/2025	184	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.2	2		Subtask 402A – FDEP Stormwater Permitting Assistance	7/1/2025	12/31/2025	184	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.3	2		Subtask 403A – USACOE Dredge and Fill Permitting Assistance	7/1/2025	12/31/2025	184	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.4	2		Subtask 404A – FDEP Air Permitting Assistance	7/1/2025	12/31/2025	184	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600	1		TASK 600A Legislative and/or Project Funding Assistance	3/24/2025	7/31/2026	495																		
600.1	2		Subtask 601A – Legislative Support	3/24/2025	7/31/2026	495	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.2	2		Subtask 602A – Funding Support	3/24/2025	7/31/2026	495	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.2.1	3		Subtask 602A.1 – Funding Introduction and Status Update Kick-off Call	3/24/2025	4/30/2025	38	8.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.2.2	3		Subtask 602A.2 – Update Funding Memorandum	3/24/2025	4/30/2025	38	8.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.2.3	3		Subtask 602A.3 -- Develop Strategic Plan	3/24/2025	8/31/2025	161	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
600.2.4	3		Subtask 602A.4 -- Grant and Loan Support	8/31/2025	7/31/2026	335	8.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
700	1		TASK 700A Development of Design Criteria Package (DCP)	3/24/2025	12/31/2025	283																		
700.1	2		Subtask 701A – Project Delivery Method Evaluation	3/24/2025	12/31/2025	283	16.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	16.00	60.00	0.00	0.00	0.00	0.00	0.00
700.2	2		Subtask 702A – Development of Draft DCP	3/24/2025	7/30/2025	129	80.00	0.00	0.00	0.00	24.00	24.00	0.00	40.00	36.00	36.00	60.00	36.00	0.00	12.00	50.00	40.00	50.00	12.00
700.3	2		Subtask 703A – DCP Workshop	8/30/2025	9/30/2025	32	12.00	0.00	0.00	0.00	0.00	8.00	24.00	12.00	0.00	0.00	0.00	8.00	0.00	0.00	24.00	0.00	0.00	0.00
700.4	2		Subtask 704A – DCP Finalization	9/30/2025	12/31/2025	93	24.00	0.00	0.00	0.00	12.00	12.00	7.00	16.00	10.00	10.00	40.00	8.00	0.00	24.00	16.00	24.00	6.00	24.00
800	1		TASK 800A Design-Build Team Procurement Assistance	2/2/2026	7/31/2026	180																		
800.1	2		Subtask 801A – Design-Build Team Procurement Assistance	2/2/2026	7/31/2026	180	20.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00
850	1		TASK 850A COUNTY ALLOWANCE FOR ADDITIONAL SERVICES	3/24/2025	7/31/2026	495																		
850.1	2		Subtask 851A – Additional Work Contingency	3/24/2025	7/31/2026	495	80.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0.00	40.00	0.00	100.00	0.00	0.00	0.00	60.00

EXHIBIT D FEE ESTIMATE

																Financial Summary								
Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Job	Labor - Job	SubContract - ODC	SubContract - ODC	SubContract - ODC	SubContract - ODC	ODC	Resource Type	Bill Amount	Hours
Sr. Technical Specialist	Project Engineer	Sr. Technical Specialist	Staff Engineer	Project Engineer	Sr. Tech Specialist	Staff Engineer	Staff Engineer	Staff Engineer	Staff Engineer	Specifications Writer	Proj. Control Specialist	Proj. Control Specialist	Proj. Control Specialist	Senior Designer	Tech Support	Designer	B & V	Rafelis	Earthshine	MBDT	Billable ODC's	Labor	\$1,251,920.00	5439.00
Francoforte, Kevin M	Kalaria, Pooja H	Perry, Spencer James	Van Doren, Reece	Lowe, Joshua B	Graham, Michael J	Ivers, Matthew S	Apple, Alexandra J	Moraczewski, Trace	Dean, David R	Crosby, Donna M	Goyette, Maureen A	Niranjana, R	Edwards, Anthony F	US-Designer/Drafter - Levels 5-7	US-Designer/Drafter - Levels 1-4	Office						ODC	\$10,790.00	
\$285.00	\$190.00	\$285.00	\$170.00	\$190.00	\$285.00	\$170.00	\$170.00	\$170.00	\$180.00	\$160.00	\$160.00	\$140.00	\$170.00		\$130.00							Subcontractor	\$911,140.00	206.00
62.00	154.00	72.00	184.00	184.00	140.00	172.00	66.00	70.00	104.00	336.00	72.00	87.00	58.00	176.00	300.00	0.00	0.00	0.00	0.00	0.00		Subtotal	\$2,173,850.00	
\$17,670.00	\$29,260.00	\$20,520.00	\$31,280.00	\$34,960.00	\$39,900.00	\$29,240.00	\$11,220.00	\$11,900.00	\$18,720.00	\$53,760.00	\$11,520.00	\$13,920.00	\$8,120.00	\$29,920.00	\$39,000.00	\$657,000.00	\$50,000.00	\$65,000.00	\$100,000.00	\$10,790.00	Residual Risk			
																					Fixed Fee / Lump Sum	\$0.00		
																					Project Total	\$2,173,850.00		

Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Amount	Amount	Amount	Amount	Contract Type	Labor Bill Amount	ODC Billable	Sub Billable	Total Billable
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	72.00	60.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$225,430.00		\$15,000.00	\$240,430.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$94,430.00			\$94,430.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$16,450.00			\$16,450.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$41,240.00		\$10,000.00	\$51,240.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$52,450.00			\$52,450.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$20,860.00		\$5,000.00	\$25,860.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$231,210.00	\$5,000.00	\$112,860.00	\$349,070.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$25,980.00		\$29,500.00	\$55,480.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$22,740.00			\$34,260.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	3.00	0.00	0.00	0.00	\$5,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$24,990.00		\$21,840.00	\$46,830.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$157,500.00	\$5,000.00	\$50,000.00	\$212,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$1,000.00	Lump Sum	\$31,500.00	\$1,000.00	\$10,000.00	\$42,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$1,000.00	Lump Sum	\$31,500.00	\$1,000.00	\$10,000.00	\$42,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$1,000.00	Lump Sum	\$31,500.00	\$1,000.00	\$10,000.00	\$42,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$1,000.00	Lump Sum	\$31,500.00	\$1,000.00	\$10,000.00	\$42,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$21,200.00		\$65,000.00	\$86,200.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$16,250.00	\$0.00	\$0.00	Lump Sum	\$5,300.00		\$16,250.00	\$21,550.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$16,250.00	\$0.00	\$0.00	Lump Sum	\$5,300.00		\$16,250.00	\$21,550.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$16,250.00	\$0.00	\$0.00	Lump Sum	\$5,300.00		\$16,250.00	\$21,550.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$16,250.00	\$0.00	\$0.00	Lump Sum	\$5,300.00		\$16,250.00	\$21,550.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	Lump Sum	\$3,400.00		\$100,000.00	\$103,400.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$22,840.00		\$225,000.00	\$247,840.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$5,760.00		\$5,000.00	\$10,760.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$4,480.00		\$40,000.00	\$44,480.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$4,480.00		\$20,000.00	\$24,480.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$160,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$4,480.00		\$160,000.00	\$164,480.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$518,150.00		\$5,040.00	\$388,280.00		Lump Sum	\$518,150.00	\$5,040.00	\$388,280.00	\$911,470.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$1,500.00	Hourly Rate	\$20,510.00	\$1,500.00	\$16,400.00	\$38,410.00
50.00	70.00	50.00	80.00	80.00	60.00	80.00	50.00	50.00	40.00	24.00	0.00	0.00	0.00	60.00	140.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$1,500.00	Hourly Rate	\$330,210.00	\$1,500.00	\$306,840.00	\$638,550.00
0.00	0.00	0.00	0.00	80.00	4.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$500.00	Hourly Rate	\$47,780.00	\$500.00	\$13,520.00	\$61,800.00
12.00	24.00	12.00	24.00	24.00	16.00	32.00	16.00	20.00	24.00	0.00	0.00	0.00	18.00	36.00	40.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$1,540.00	Hourly Rate	\$119,650.00	\$1,540.00	\$51,520.00	\$172,710.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00		\$0.00	\$0.00	\$0.00	Lump Sum	\$30,440.00		\$5,000.00	\$35,440.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Lump Sum	\$30,440.00		\$5,000.00	\$35,440.00
0.00	60.00	10.00	80.00	0.00	60.00	60.00	0.00	0.00	40.00	60.00	0.00	0.00	0.00	80.00	120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	Lump Sum	\$199,250.00	\$750.00		\$200,000.00

EXHIBIT E

PINELLAS COUNTY ADMINISTRATIVE DIRECTIVE 2-12

RESILIENCY IN CAPITAL PLANNING DIRECTIVE

Proposal Only

A. D. No: 2-12
Effective Date: 9/24/19
Reviewed Date: _____
County Administrator
Approved: BAB

PINELLAS COUNTY ADMINISTRATIVE DIRECTIVE

Capital Improvement Program Project Portfolio Management

SUMMARY:

The purpose of this directive is to clarify expectations and guidelines as it relates to the County's Capital Improvement Program (CIP) as part of the ongoing efforts to continuously improve County project planning and delivery and adopt a project portfolio management framework. The directive applies to all CIP projects.

Items included in this policy are:

- Project Portfolio Management (PPM)
- Portfolio Process
- Resiliency
- CIP Project Management Handbook
- Project Manager Role
- Oracle Project Management (OPM)
- Performance Metrics and Reporting

FORMS: N/A

DOCUMENTS:

CAPITAL IMPROVEMENT PROGRAM PROJECT PORTFOLIO MANAGEMENT

[CIP Project Management Handbook](#)

Issued by:
County Administrator

CAPITAL IMPROVEMENT PROGRAM PROJECT PORTFOLIO MANAGEMENT

SUPERSEDES: New

DEFINITIONS: N/A

PROCEDURE:

A. The provisions of this directive apply to all CIP projects.

B. Project Portfolio Management

1. Project Portfolio Management refers to the prioritization of projects and programs, grouped to facilitate effective management of capital projects in order to meet strategic goals of the County. Put more simply, it's the combination of doing the right projects (portfolio management) and doing projects right (project management).
2. Building on what's going right:
 - a. The departments and divisions responsible for capital projects have developed a variety of approaches for identifying, prioritizing, and managing capital improvement projects.
 - b. We have invested in tools such as Oracle Project Management and Cityworks that provide centralized repositories for project and asset information.
 - c. Through efforts like the Long Range Transportation Plan, Master Plans, Watershed Management Plans, the County's Strategic Plan, and most importantly feedback from the public, we've identified community needs. Our Capital Improvement Program Plan needs to be aligned with these plans and needs.
3. The goal of the project portfolio management effort is to bring those individual pieces together to adopt a portfolio approach that uses identified needs to prioritize capital projects and improve the process for delivering projects.
4. The portfolio approach focuses on coordination, prioritization, project management and delivery, as well as improved performance reporting to provide support for data-driven decision making.

C. Portfolio Process

1. County departments identify and prioritize their respective capital improvement needs; referred to as program level prioritization. The managing department then requests the project's funding and set-up via the Project Request Form on the CIP SharePoint and maps the project boundary in the CIP Project Mapping Editor. This effort also applies to Departments who represent interests and projects of non-County agencies such as Fire Districts, Recreation Districts and other similar organizations.
2. The County's Capital Improvement Program is developed through a process of successive consideration and evaluation by a Staff-level CIP Coordination Committee, Director-level CIP Action Team, and Executive-level CIP Governance Committee.

3. Portfolio evaluation criteria, included on the Project Request Form, are used to help inform decisions and prioritize those projects that provide the most value to the community. Resources and budget are then allocated to approved projects to support/reinforce the County's portfolio approach to Capital improvement planning.

D. Resiliency

1. A sea level rise impact analysis shall be performed for projects with a total cost greater than \$1.0M in accordance with the County "Sea Level Rise Capital Planning Tool". Critical infrastructure projects with a total cost less than \$1.0M shall use this tool to evaluate the impacts of future conditions.
2. All master plans and long range plans shall evaluate the impacts of a changing climate, including sea level rise impacts in developing projects and programs or evaluating existing functions. These plans should include adaptive and/or mitigation measures to plan for these future conditions.

E. CIP Project Management Handbook

1. The CIP Project Management Handbook provides general instructions and guidelines in support of this administrative directive and the project portfolio management process.
2. This Project Management Handbook team comprises of a staff team representing operating and support departments. This team developed the handbook and will provide ongoing stewardship and updates to the handbook. The team shall also review project delivery trends and revise the handbook as needed.

F. Project Manager's Role

1. A Project Manager maintains leadership, ownership, and accountability for a project's success throughout the project lifecycle in order to:
 - a. Reduce risks associated with lack of communication, synchronization, or differences in understanding, and
 - b. Provide a single point of contact for:
 1. Managing the project's scope, budget, and schedule
 2. Coordinating communication amongst the project team, and
 3. Evaluating and managing risks.

G. Oracle Project Management

1. OPM shall be used as the mechanism to track the progress of CIPs.
2. Oracle Project Management (OPM) is the centralized, countywide data repository for CIP project information.
 - a. Pinellas County is committed to assuring the management of all CIP projects includes workplan schedules and that their statuses are maintained accurately and consistently in OPM by the Project Manager.
 - b. OPM is integrated with the OPUS financial system to combine key project schedule and financial information and provide a centralized record of CIP details and project-level progress.
3. Capital Improvement Project Managers are assigned the OPM: *PIN BCC Project Management Manager* role.
4. When changes occur, or at least every 30 days, CIP Project Managers are responsible for reviewing and updating the following information in OPM: Project Progress Comments and Scheduled Start Date, Scheduled Finish Date, and Task Status.

5. Sub-projects that are part of an individual project (example: Paving, Sidewalks, Facility Renovation, etc.) may be updated less frequently however an annual list of planned work shall be developed and monitored quarterly.

H. Performance Metrics and Reporting

1. Project delivery performance will be evaluated and managed on a countywide basis using the following key metrics:
 - a. Percent of projects on schedule with baseline of October 1st of each year,
 - b. Percent expenditure of project fiscal year budget, and
 - c. Percent of projects updated within the last 30 days in OPM.
2. Standardized reports provide on-demand accessibility to these key performance metrics as well as other CIP project information captured in OPUS in order to:
 - a. Create a shared platform for constructive performance conversations,
 - b. Provide an indicator of which projects may need additional attention or resources helping to identify and correct problems before they jeopardize the success of the project,
 - c. Inform evaluations of the current processes and identification of opportunities for future improvements, and
 - d. Support a culture of transparency and accountability.

COMMENTS: None

AUTHORITY: County Administrator

September 10, 2025

City of Clearwater: Jennifer Poirrier, City Manager (Via email: jennifer.poirrier@myclearwater.com)

City of Dunedin: Jennifer Bramley, City Manager (Via email: jbramley@dunedinfl.net)

City of Largo: John Curp, City Manager (Via email: jcurp@largo.com)

City of Oldsmar: Felicia Donnelly, City Manager (Via email: fdonnelly@oldsmarfl.gov)

City of St. Petersburg: Rob Gerdes, City Administrator (Via email: robert.gerdes@stpete.org)

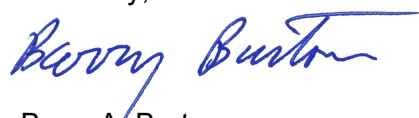
City of Tarpon Springs: Charles Rudd, City Manager (Via email: charlesrudd@ctsfl.us)

Thank you for meeting with me in June to discuss the County's proposed Regional Resource Recovery Facility (RRRF) project. The project has been in development for some time and is structured in three phases. Phase 1 explored the concept of centralizing biosolids management practices as a regional solution addressing pending regulatory changes under Florida Administrative Code 62-640 and Senate Bill 712, as well as possible water quality concerns related to PFAS and other contaminants. Beyond compliance, the facility could offer the opportunity to create beneficial, reusable, and marketable products such as renewable energy, fertilizers, compost, and mulch—transforming a challenge into long-term value for our communities.

Phase 1 was successfully completed in July 2025. The scope and fee for Phase 2 have now been received from the County's consultant CDM Smith. Phase 2 of the project will be development of bid specifications for design, construction, and operation of the facility. Before moving forward with a recommendation to award Phase 2, it is critical we secure partner commitments. Phase 2 will include the development and execution of interlocal agreements with each participating organization. A copy of the Phase 2 proposal is attached, noting the quote is from January and will require updating.

Your decision to participate is essential to shaping the future of a regional biosolids management solution. I respectfully request your written response confirming whether your organization will join as a partner in the RRRF or decline to participate by **October 10, 2026**. Thank you for your leadership and timely response. Together, let us build an environmentally safe, cost-effective, and forward-looking solution for the region.

Sincerely,



Barry A. Burton
Pinellas County Administrator

Attachment: CDM Smith Proposal dated January 14, 2025

315 Court Street, Room 601
Clearwater, FL 33756
Phone (727) 464-3485
Fax (727) 464-4384
V/TDD (727) 464-4062
Pinellas.gov



Memorandum

Date: September 30, 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)

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.

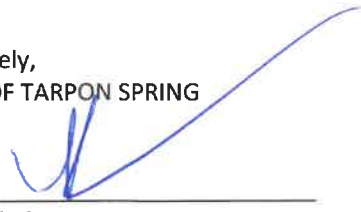
Breakdown:	Principle	\$175,500.00
	Interest	\$11,141.54
	Administrative fee	\$25.00
	Recording fees	\$28.00
	Satisfaction fee	\$10.00

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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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

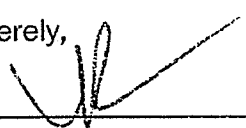
Michael Menna, Sr. Tre.
9022 Easthaven Court
New Port Richey, Florida 34655-5209

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



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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
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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,

A handwritten signature in black ink, appearing to read "K. Michele Manousos", is written over a horizontal line.

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

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NOTIFICATION OF LIEN – NON-COMPLIANCE

July 13, 2023

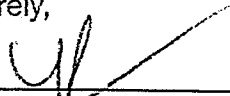
Michael Menna, Sr. Tre.
9022 Easthaven Court
New Port Richey, Florida 34655-5209

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 premlin	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

From: Anthony Triggiano	07/12/2021
Sent: Tuesday, July 13, 2021 12:12 PM	07/12/2021
To: Beth Hughes	07/12/2021
Subject: Re: 19-221, 19-222, 424 E Pine St and Parcel	07/12/2021
12-27-15-66573-000-0130	07/12/2021
	07/12/2021
External Email- Use caution with links and attachments	07/12/2021
	07/12/2021
Hi Beth, thanks for the update and I was told those bricks	07/12/2021
would be done next day. I will get on that!	07/12/2021
	07/12/2021
	07/12/2021
	07/12/2021
	07/12/2021
From: Beth Hughes	07/12/2021
Sent: Monday, July 12, 2021 5:02 PM	07/12/2021
To: 'Anthony Triggiano'	07/12/2021
Cc: Michelle DiNenno ; Kim Yothers	07/12/2021
	07/12/2021
Subject: 19-221, 19-222, 424 E Pine St and Parcel	07/12/2021
12-27-15-66573-000-0130	07/12/2021
	07/12/2021
Good Afternoon Mr. Triggiano,	07/12/2021
	07/12/2021
I was able to speak with the Building Official today	07/12/2021
regarding your properties on Pine St.	07/12/2021
	07/12/2021
As you already know, to repair the structure on the parcel	07/12/2021
behind Qmar, you would need to pull permits and bring the	07/12/2021
property to today's code standards which I believe you	07/12/2021
stated would cost approximately \$100,000.	07/12/2021
	07/12/2021
He also came up with a possible less expensive alternative	07/12/2021
you may wish to consider. You could demolish the current	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	04/05/2019
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?	03/08/2022
Results status - INSPECTION COMPLETED	03/08/2022
No repairs have been made nor permits in the system.	03/08/2022
004 - CE Reinspection	
Request status	
Roof, pepper tree?	12/13/2021
Results status - INSPECTION COMPLETED	
Roof has not been repaired and I do not see a permit in the system.	03/08/2022
005 - CE CEB Pre-Board Inspection	03/08/2022
Request status	
repairs/permit/trees?	01/14/2022
Results status - INSPECTION COMPLETED	
Roof has not been repaired and pepper tree has not been removed.	02/04/2022
006 - Post Property	02/04/2022
Request status	
Post property March 10, 2022 CB	02/07/2022
	03/09/2022
	03/09/2022
	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: September 30, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
Jeff Young, Police Chief
Scott Young, Fire Chief
Michele Manousos, Deputy City Clerk & Collector
Irene Jacobs, City Clerk & Collector
From: Andrew Salzman, City Attorney
Subject: Code Enforcement Lien Reduction Request of Case #16-8000582 and wave Case #02-00001029 (**Andrew Salzman City Attorney, Jeff Young Police Chief**) (15 Minutes)

Recommendation

The owner (cited individual has since passed away) of the property located at 401 S. Levis Ave has offered \$2,315.50 to settle case number 16-8000582, where \$70,826.87 is currently owed. Code Enforcement has no opposition to this settlement. Provide a date certain for settlement to be paid off or reverts back.

Also, the owner is requesting waving the code enforcement lien of \$530,411.65 under 02-00001029 as the fine is over 20-years old (Fine began on 1/17/03 and recorded 3/3/03) and per Florida State Statue [F.S.S. 162.10](#) the fine is no longer enforceable. Code Enforcement has no opposition to waving this fine.

Background

Regarding case 16-8000582 on 12/7/2016, Code Enforcement initial inspection of property for violation of Failure to Maintain. On 3/9/2017, the Code Board issued a deadline of 4/9/2017 to bring into compliance. The Affidavit of Non-Compliance was accepted by the Code Board on 4/18/2017.

The fines associated with this Non-Compliance were set with the Daily Fine amount of \$50.00.

Property was brought into compliance on 10/23/2019, accepted by the Code Board on 11/14/2019.

On 11/14/2019 the Code Board approved a fine reduction to \$10,000 with 60 days to pay or it returns to original amount.

On 1/13/2020 the fine was reverted due to nonpayment.

Expenses to the City were minimal in this case.

As of 9/8/25 the total amount due was \$70,826.87, and good thru 9/30/25.

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.

Regarding case 02-00001029

Initial inspection 10/17/2002

Code Board on 12/12/2002, deadline of 1/16/2003.

Code Board on 1/21/2003 accepted affidavit of non-compliance

The fines associated with the Non-Compliance were set with the Daily Fine amount of \$100.00.

Property was brought into compliance on 10/31/2008 and the Code Board accepted it on 11/13/2008.

As of 9/9/25 the total amount due was \$530,411.65 and good thru 9/30/25.

Expenses to the City were minimal in this case

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.

Funding

Strategic Plan Objective

Goal B3

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 CODE ENFORCEMENT BOARD

Date of fine or lien: OCTOBER 17, 2002

Person originally fined or liened: TOYNETTA R. LEE THOMPSON

Address of property involved (if any): 401 S. LEVIS AVENUE TARPON SPRINGS FL 34689

Party making request:

Name: ANTOINETTE COLEMAN

Address: 5942 13TH AVE NEW PORT RICHEY FL. 34652

Telephone number: 727-242-1748

Email address: Antoinette.Coleman@myyahoo.com

Relationship to fined or liened person: None

Amount being offered to settle fine: 0.00

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: 8/11/25

Signature: _____

Antoinette Coleman

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:

I'm requesting the waiver of code enforcement lien (02-1029). The violation that led to this lien was corrected many years ago, and the property is now fully up to code and in compliance with all city requirements.

The lien is 23 years old. The individual originally cited for the violation has since passed away, and the lien now remains attached to the property despite there being no ongoing issues.

Waiving the lien would acknowledge the property's long-term compliance, encourage reinvestment, and benefit both the neighborhood and the city.

Thank you for your time and consideration.

**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 CODE ENFORCEMENT BOARD

Date of fine or lien: DECEMBER 07, 2016

Person originally fined or liened: TOYNETTA R. LEE THOMPSON

Address of property involved (if any): 401 S. LEVIS AVENUE TARPON SPRINGS FL 34689

Party making request:

Name: ANTOINETTE COLEMAN

Address: 5942 13TH AVE NEW PORT RICHEY FL. 34652

Telephone number: 727-242-1748

Email address: Antoinette.Coleman@myyahoo.com

Relationship to fined or liened person: None

Amount being offered to settle fine: \$2,315.50

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: 8/11/25

Signature: Antoinette Coleman

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:

I'm requesting the settlement of code enforcement lien (16-80000582). The violation that led to this lien was corrected, and the property is now fully up to code and in compliance with all city requirements.

The individual originally cited for the violation has since passed away, and the lien now remains attached to the property despite there being no ongoing issues.

Settling the lien would acknowledge the property's long-term compliance, encourage reinvestment, and benefit both the neighborhood and the city.

Thank you for your time and consideration.



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

September 8, 2025

RE: Code Enforcement Lien for Case no. 16-80000582
401 S. Levis Avenue - 13/27/15/46620/001/0010

The lien is in the name of Toinetta R. Lee-Thompson for \$70,826.87.
The pay-off is effective thru September 30, 2025.

Breakdown:	Principle:	\$46,300.00
	Interest:	\$24,487.12
	Recording fees:	\$4.75
	Administrative fee:	\$25.00
	Satisfaction fee:	\$10.00

Fine began: 4/10/2017 at \$50.00 per day until Compliance date: 10/23/2019

Lien recorded: 7/18/2017 Book: 19707 Page(s): 632-633

Sincerely,
CITY OF TARPON SPRINGS


K. Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:

*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
(These are not final bills)

Select Year:

2024 ▼

Go

The 2024 Florida Statutes (including 2025 Special Session C)

[Title XI](#)

COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)

COUNTY OR MUNICIPAL CODE
ENFORCEMENT

[View Entire
Chapter](#)

162.10

Duration of lien.—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. [162.09\(3\)](#) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney’s fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.



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

September 9, 2025

RE: Code Enforcement Lien for Case no. 02-1029
401 S. Levis Avenue - 13/27/15/46620/001/0010

The lien is in the name of Winifred I. Brown for \$530,411.65.
The pay-off is effective thru September 30, 2025.

Breakdown:	Principle:	\$211,400.00
	Interest:	\$318,971.90
	Recording fees:	\$4.75
	Administrative fee:	\$25.00
	Satisfaction fee:	\$10.00

Fine began: 1/17/2003 at \$100.00 per day until Compliance date: 10/31/2008

Lien recorded: 3/3/2003 Book: 12569 Page(s): 1694-1695

Sincerely,
CITY OF TARPON SPRINGS


K. Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:

*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
(These are not final bills)



City of Tarpon Springs, Florida

MEMORANDUM

BOC MEETING: SEPT. 30, 2025

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

FROM: ANDREW SALZMAN, CITY ATTORNEY
K. MICHELE MANOUSOS, DEPUTY CITY CLERK & COLLECTOR

SUBJECT: RECONSIDERATION OF SETTLEMENT AGREEMENT –
CODE ENFORCEMENT FINE CASE NO. 08-80000676 – TIMOTHY FREY

BACKGROUND:

The code enforcement fine originated from an April 16, 2008, complaint regarding an unmaintained pool, which led to a Code Enforcement Board (CEB) hearing on August 14, 2008. A compliance deadline was set for August 28, 2008; however, the property was not brought into compliance until March 27, 2009. As a result, a fine totaling \$42,260 was assessed. The property owner, Mr. Timothy Frey, had been involved in a serious vehicle accident in February 2007, which resulted in a significant disability—specifically, the loss of his sight. The accident caused financial hardship and he was confronted with foreclosure proceedings, in addition to the code enforcement lien. With the assistance of legal counsel, Mr. Frey was able to negotiate a resolution with the mortgage lender.

As part of efforts to resolve the code enforcement lien, Mr. Frey's attorney submitted a settlement offer of \$1,000 to City Attorney Trask. On August 2, 2011, the Board of Commissioners approved the proposed settlement, with payment due within 60 days of the approval date. In the 2022–2023 timeframe, Mr. Frey contacted the previous City Manager in an attempt to resolve the matter; however, no resolution was reached at that time.

Most recently, on August 3, 2025, the Deputy City Clerk met with Mr. Frey and his son to discuss the outstanding lien. Mr. Frey explained the financial hardship he has experienced and continues to experience; and expressed a desire to settle the matter. He inquired whether the City would consider honoring the original 2011 settlement of \$1,000. The Deputy City Clerk advised that this request would need to be brought back before the Board of Commissioners for consideration.

Mr. Frey is seeking to resolve this issue so that the lien may be released from the property.



Public Services Department

Memorandum

Date: September 5, 2025

To: Honorable Mayor and Board of Commissioners

Through: Charles Rudd, City Manager

From: Ron Harring, Finance Director
Thomas Kiger, Public Services Director

TK

Subject: Water and Sewer Rate Study Update: Results and Recommendations

Recommendation

Approve recommended 4-year water and sewer rate plan (FY26 through FY29) via adoption of Ordinance 2025-16.

Background

The last water and sewer rate plan update was approved in 2023 for FY24 and FY25. This plan was a short-term two-year rate plan to attempt to stabilize the water and sewer enterprise fund which was under severe financial stress as the result of previous rate reductions and unprecedented increases in operational and construction cost subsequent to the COVID-19 pandemic. This plan was approved with the understanding that staff would conduct annual rate check-ups and report back for FY26 with updated conditions.

City staff worked with our rate consultants, Stantec, to complete an updated revenue sufficiency analysis (rate study) for the City's water and sewer utility. The Water and Sewer Utility Operates as an enterprise fund within the City and revenues must be sufficient to fully fund water and sewer operations and infrastructure needs. Further, revenues and utility finances must address key financial criteria to demonstrate the utility remains financially viable, including adequate fund balances, bond coverage, consideration of borrowing/financing needs, credit rating, infrastructure capital planning, and a sufficient multi-year rate plan to meet these needs. The key findings and updates to the current rate study are:

1. ***Presently adopted rates for future years are insufficient, and require immediate action.*** Maintaining presently adopted rates will result in the water/sewer fund missing its fund balance target in FY26, and negative fund balances in FY27.
2. ***The utility CIP was updated by professional engineering staff to reflect current infrastructure needs and current construction prices,*** and the utility will require approximately \$110 million in infrastructure investment over the next ten years.

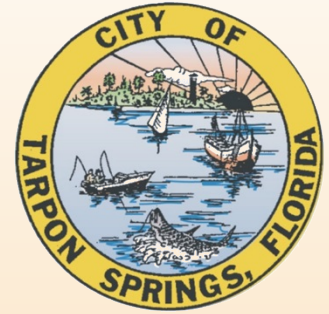
3. ***Funding near-term capital projects on a cash basis (pay as you go) is not financially feasible.*** Rate analysis demonstrated that a 23% rate increase in FY26 and a 20% rate increase in FY27 would be needed to cash fund the capital program. This would result in unnecessary rate shock to customers, while still missing fund balance targets.
4. ***The targeted use of debt financing for near-term capital projects allows the utility to construct needed projects to address aging infrastructure, while reducing the need for rate increases.***

Staff worked with the City's rate consultants and professional engineers to develop a capital plan and rate plan that works to both address needed infrastructure improvements and also use targeted debt funding to minimize rate increases to customers. This plan also incorporated other costs saving measures to reduce impacts to existing customers including:

1. Updating water and sewer impact fees to help ensure that costs for new development are not borne by existing residents;
2. Implementing a new water meter replacement project that will be self-funding and increase revenue without increasing rates;
3. Target use of recently awarded PFAS settlement money to address water supply capital needs;
4. \$2.2 million in Resilient Florida funding; and \$400,000 in federal solar energy rebates

It is important to recognize that while the water/sewer fund has stabilized since 2023, and has not missed its fund balance target, extraordinary measures were needed to achieve this outcome, including deferring significant capital projects over the last two years. To set the utility on a long term plan to financial health, the rate plan includes four years of 7.75% annual rate increases to generate revenues needed to address immediate capital needs, and also develop a revenue stream to support future 50-year life cycle rehab projects at the AWWTF in the 2030s. The rate plan calls for debt funding \$4 million in for new capital projects in FY26. \$2.4 million will go to a self-funding meter replacement program to recover revenue, and \$1.6 million will be used to fully fund the AWWTF Electrical Resiliency Project which will replace and harden 40-year old electrical systems at the AWWTF against storm surge. The plan also continues to call for debt funding the Becket Bridge utility project in a future debt issue based on the County's scheduling of that project.

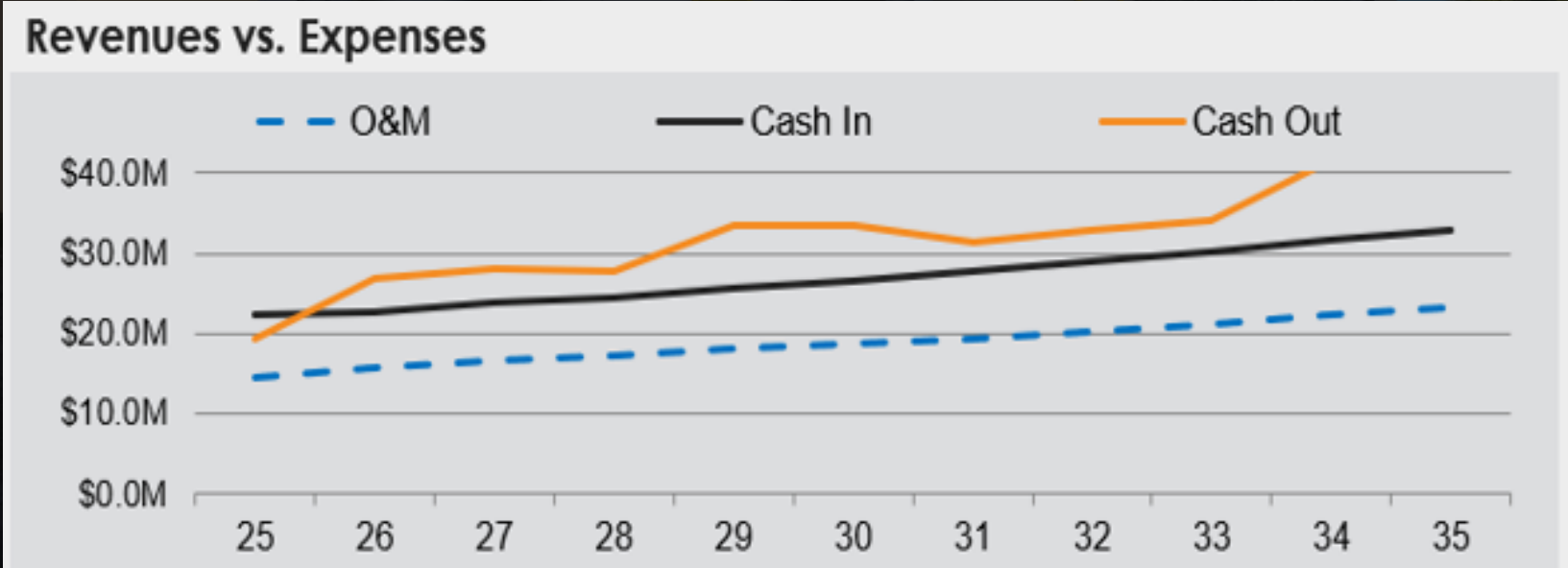
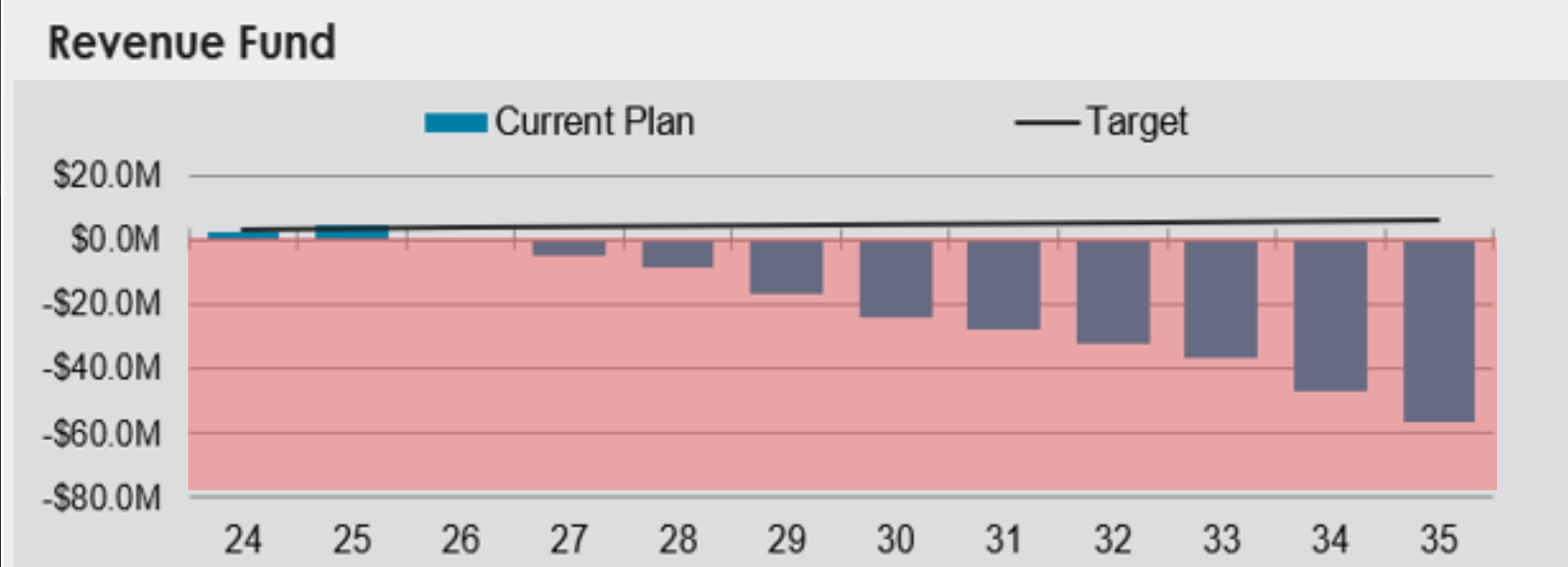
The City of Tarpon Springs always seeks to provide water and sewer service that is safe, protects public health, and protects the environment, while balancing customer affordability. Although a rate increase is needed to meet these goals and maintain current levels of service, this increase is in line with, or less than, comparable rate increases in nearby, well-managed utilities. For example, the City of Tampa, Hillsborough County, and Clearwater are planning multi-year annual rate increases of 9%, 8.9%, and 8% respectively. Construction and materials costs have continued to increase significantly in recent years, and all utilities must adjust accordingly to meet pressing infrastructure needs. Upon adoption, this rate plan will set up the City water and sewer utility for improved financial health while addressing critical project needs to improve utility service.



CITY OF TARPON SPRINGS, FLORIDA

WATER – SEWER
RATE PLAN: 2026 - 2029
9/5/25

2025 RATE ANALYSIS (NO ACTION)– NOT FEASIBLE



CIP Needs and Goals

Capital Area	Goals and Challenges	Timeframe	Costs
RO Water Plant	- Wellfield is at capacity. - Plant was designed for 22 wells. Only 17 in operation.	9 years	~\$22M
Water Distribution (Pipes)	50-60 miles of older metallic pipe (cast iron and galvanized) 30- year replacement program	Major program from 2028 - 2056	~\$70M-90M over 30 years.
Wastewater Treatment Plant	- Built in 1985. Needs 40 and 50 year rehabs. - Major electrical upgrades scheduled	- Phase I: within 5 years 50-year rehab: 2030s	First Phase ~\$19M. ~\$30M in 2030s.
Lift Stations	- Average lift station over 35 years old. - Increase rehab schedule over 10 years.	10-20 Years	~\$6M through 10 years
Sewer System	Goal: 4000 Feet of pipe lining annually. Line 70% of clay lines over 20 years.	20 years	\$12M over 20 years.

Long term- need to support \$8M-\$10M+ in capital annually to maintain current level of service

2025 DRAFT RATE PLAN ANALYSIS— PREFERRED OPTION (EARLY IMPACT FEE UPDATE)

- 10-year Capital needs : \$111M
- 7.75% Annual Increases for 4 years
- Fully Update impact fees in FY26 to minimize costs to current customers
- \$8M in Borrowing in FY26; \$4M in Borrowing in FY27
- ~2030 – Large bond for 30-year AWWTF Rehab projects - ~\$25M



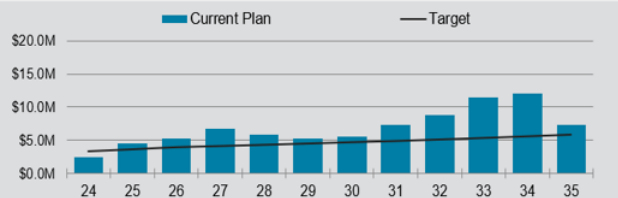
CITY OF TARPON SPRINGS, FLORIDA



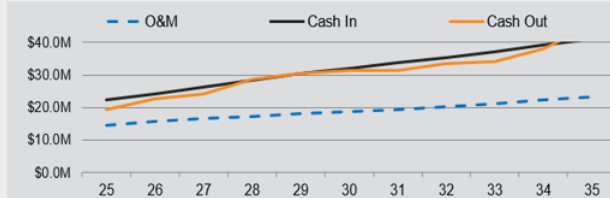
CALC SAVE CTRL LAST OVR

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2030	FY 2035
Water Rate Plan	0.00%	7.75%	7.75%	7.75%	7.75%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	40.82%	75.46%
Wastewater Rate Plan	0.00%	7.75%	7.75%	7.75%	7.75%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	40.85%	75.59%
Senior-Lien DSC	3.36	3.72	3.56	3.16	2.92	2.97	3.18	3.21	3.36	3.33	3.44	Scenario Manager	
CIP Redistrib (\$M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Capacity Fees	Option A
CIP Execution %	100%	100%	100%	100%	90%	90%	90%	90%	90%	90%	90%	FY26 Borrowing (\$M)	\$8.0
Over/Under Target Balance (\$M)	\$0.90	\$1.26	\$2.56	\$1.49	\$0.72	\$0.82	\$2.46	\$3.70	\$6.21	\$6.54	\$1.55	FY27 Borrowing (\$M)	\$4.0
Revenue Fund Balance	\$4.54	\$5.21	\$6.68	\$5.80	\$5.21	\$5.51	\$7.33	\$8.77	\$11.51	\$12.08	\$7.35	Addt. Water Main Work	No
Oper Reserve Mos	3	3	3	3	3	3	3	3	3	3	3	Rev Recovery	Yes
PS Execution	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%		
OMV Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
CO Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
Typical Monthly Residential Bill	\$92.84	\$100.05	\$107.80	\$116.16	\$125.13	\$130.78	\$136.66	\$142.81	\$149.22	\$155.91	\$162.94		
\$ Change		\$7.21	\$7.75	\$8.36	\$8.97	\$5.66	\$5.88	\$6.15	\$6.41	\$6.69	\$7.03		

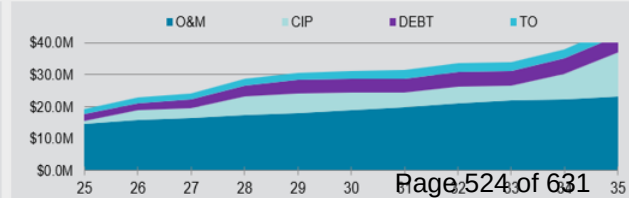
Revenue Fund



Revenues vs. Expenses



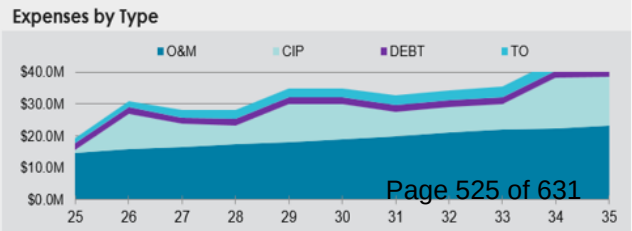
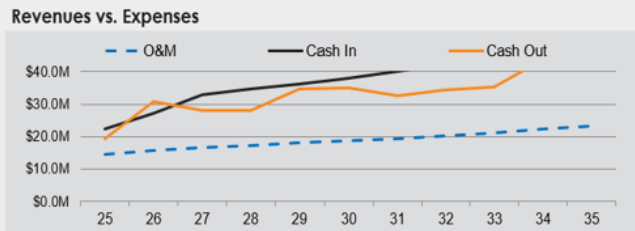
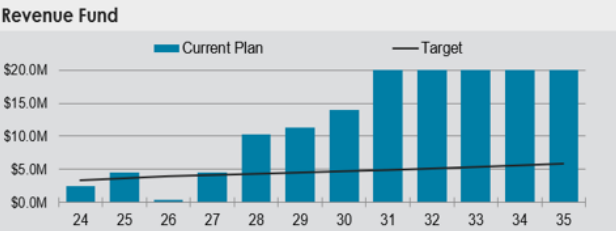
Expenses by Type



2025 INFEASIBLE SCENARIOS CONSIDERED- NO DE

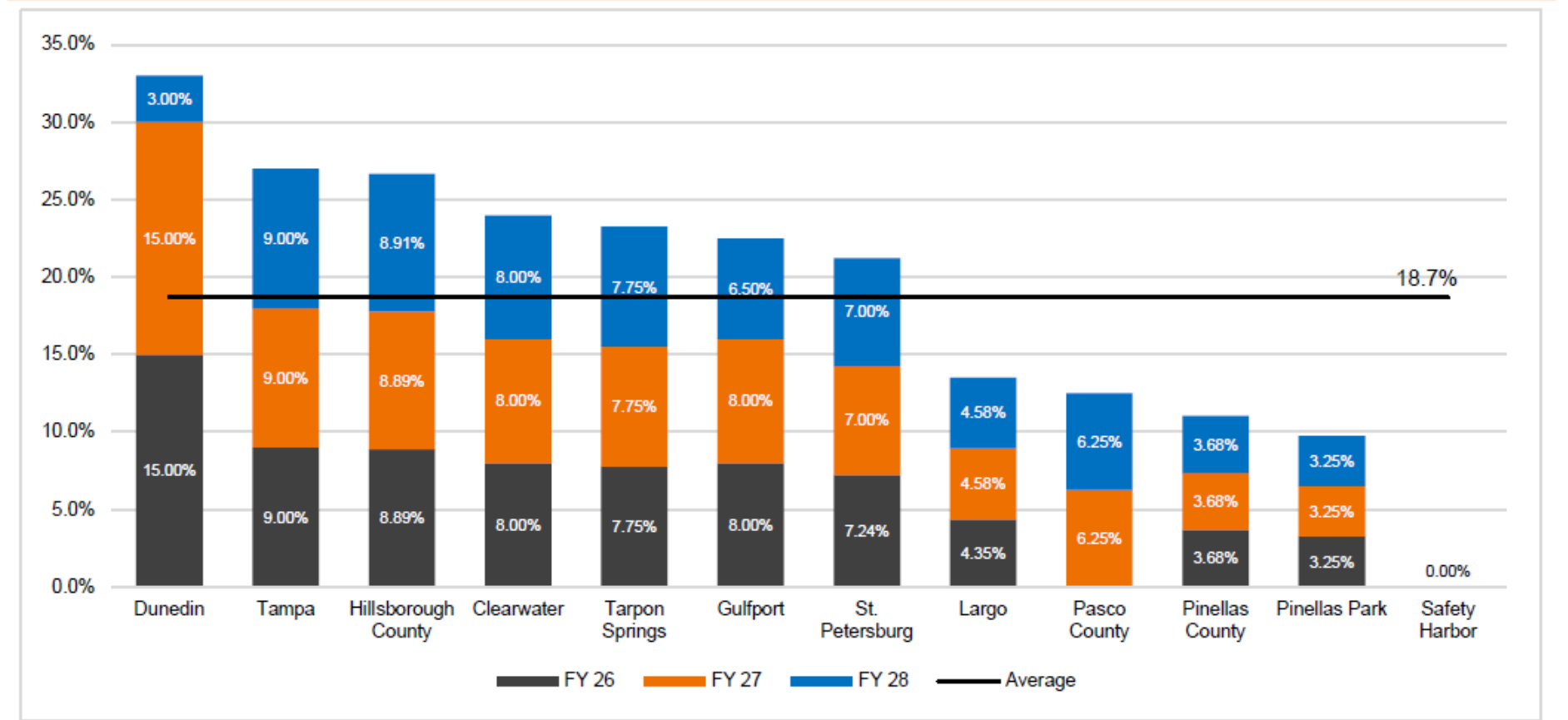
- 10-year Capital needs : \$111M
- 23% Increase in FY26
- 20% Increase in FY27
- Miss Fund Balance Target in FY26 by \$3,600,000
- NOT FEASIBLE OPTION

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2030	FY 2035
Water Rate Plan	0.00%	23.00%	20.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	68.44%	109.88%
Wastewater Rate Plan	0.00%	23.00%	20.00%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	68.41%	109.85%
Senior-Lien DSC	3.36	5.24	7.69	8.21	8.71	9.22	9.84	10.48	11.14	11.79	12.44	Scenario Manager	
CIP Redistrib (\$M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Capacity Fees	Option A
CIP Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	FY26 Borrowing (\$M)	\$0.0
Over/Under Target Balance (\$M)	\$0.90	-\$3.64	\$0.38	\$6.01	\$6.76	\$9.21	\$16.01	\$23.27	\$31.56	\$33.85	\$37.87	FY27 Borrowing (\$M)	\$0.0
Revenue Fund Balance	\$4.54	\$0.32	\$4.51	\$10.32	\$11.25	\$13.89	\$20.88	\$28.35	\$36.87	\$39.39	\$43.67	Addt. Water Main Work	No
Oper Reserve Mos	3	3	3	3	3	3	3	3	3	3	3	Rev Recovery	Yes
PS Execution	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%		
OMV Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
CO Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
Typical Monthly Residential Bill	\$92.84	\$114.16	\$136.99	\$143.14	\$149.61	\$156.31	\$163.34	\$170.71	\$178.40	\$186.42	\$194.81		
\$ Change		\$21.32	\$22.84	\$6.15	\$6.47	\$6.70	\$7.03	\$7.37	\$7.69	\$8.03	\$8.38		



2025 REGIONAL WATER RATE SURVEY

Combined Water & Wastewater Rate Increases FY26 through FY28



¹ Average line represents a cumulative average increase over 3-year period.

² St. Petersburg increases rates each year, FY 26 has not yet been approved by City Commission.

³ Dunedin rate increases are approved through FY 29.

⁴ Pasco County increase for FY 26 is not yet finalized or published online.

⁵ 0% rate increase for Safety Harbor is approved for FY 26.

IMPACT FEE UPDATE:: REDUCES INCREASES TO RATEPAYERS:

- Completed and updated Impact Fee Study in Spring 2025
- What are impact fees:
 - One-time charges for new development to ensure the costs of growth are paid by the new customers instead of existing ratepayers
 - Help cover costs like new wells and upsizing pump stations
 - Only paid by new construction
 - NOT PAID BY CURRENT RESIDENTS
- Best Practice to update impact fees after CIP planning. Impact fees are tied to construction costs.
- Last impact fee update in 2019



IMPACT FEE STUDY

Results:

- Tarpon Springs Utilities owns over \$400M in utility infrastructure
- Current impact fees do not fully cover the cost of new capacity for new customers
- FWRA Professional Engineering staff recommend updating impact fees to ensure costs for growth are not borne by existing ratepayers
- Updates to impact fees are needed, and can help reduce water and sewer service rates to customers
- ~\$250,000 in new annual revenue not borne by existing ratepayers

Equivalent Residential Water & Wastewater Connection (ERC) Calculation Comparison

Category	Current Impact Fees	Option A Remaining Useful Life Value	Option B Replacement Value
Water	\$2,253/ERC	\$4,130/ERC	\$5,790/ ERC
Wastewater	\$1,570/ERC	\$3,340/ ERC	\$9,860/ ERC
Totals	\$3,823/ERC	\$7,470/ ERC	\$15,650/ ERC



COST OF DELAY— AWWTF ELECTRICAL RESILIENCY

Project Need:

1. Electrical system is 40 years old
2. Below 100-year flood elevation- vulnerable to storm surge
3. Parts no longer manufactured (buying spares on Ebay)
4. Electrical system is at 120% of capacity



2008
Engineering
Study: 5-10
years life
on
Electrical
system

2020-
Update CIP
– Planning
Level cost is
\$1.2M
(rebuild in
place);
Schedule
for FY24

2023 – CIP
and Rate
Study. Cost
estimate is
\$3.2M.
Delay to
FY26.

2024 –
Generator
failure
during TS
Debby.
Sewer
discharge
due to
failure.

2018 –
Budget
\$1.6M for
FY27

2022 –
Complete
Electrical
Masterplan.
Engineered
Cost Estimate is
\$2.8M.
Scheduled for
FY24.

2024 –
Resilient
Florida
grant
application.
Cost
estimate is
\$4.4M.

2025 –
Preliminary
award
\$2.2M in
grant
funding.
Final
estimate is
\$5.7M.

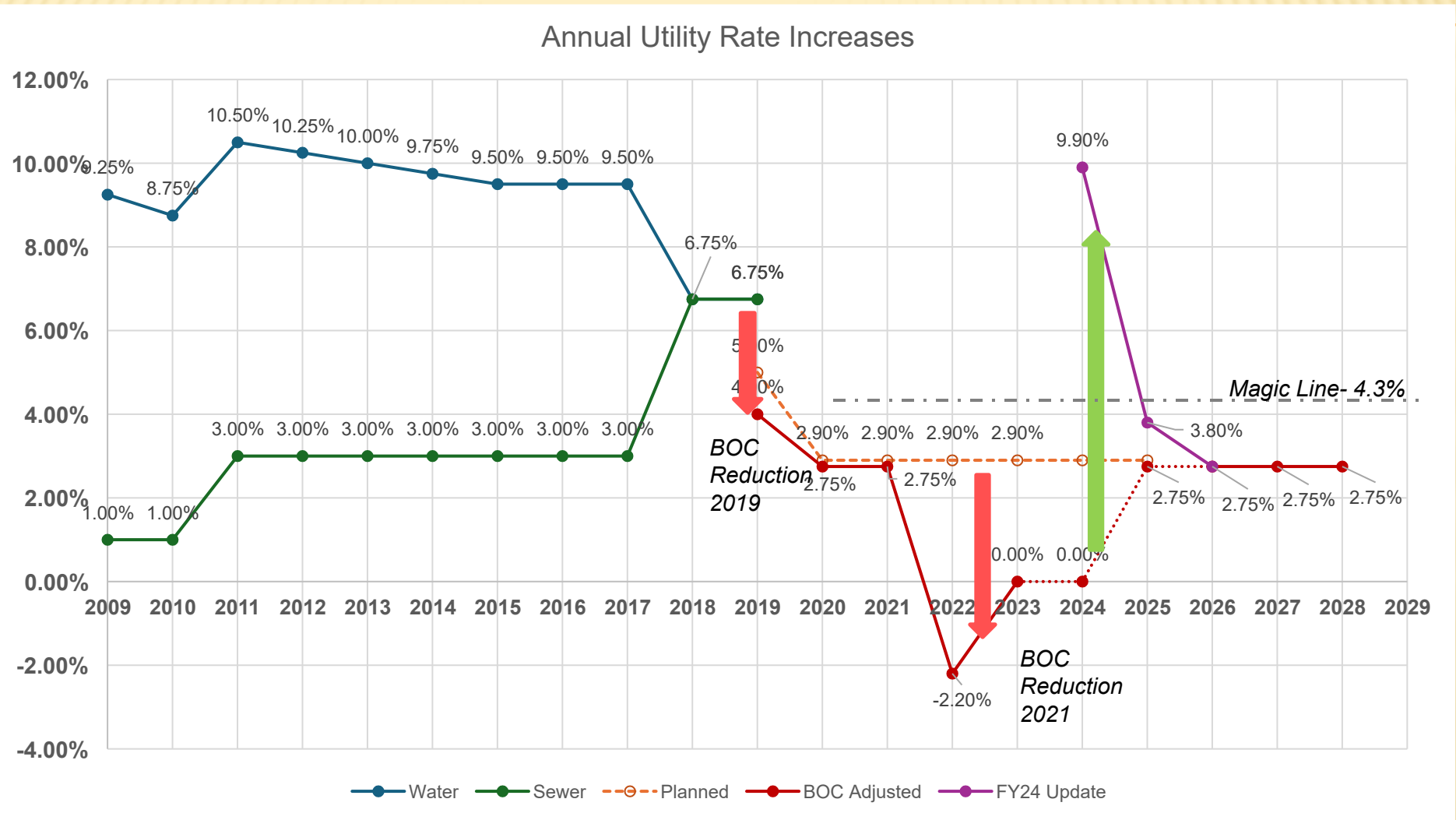
CIP Funding Comparison

Utility	Annual CIP (FY25)	Connections	Funct Pop	Capital \$ per Capita	Notes
Tarpon (Planned)	\$7,250,000	9,907	28,879	\$251	
Tarpon (Funded)	\$ 4,300,000	9,907	28,879	\$149	
Dunedin	\$ 11,993,400	11,832	44,217	\$271	Water main program complete.
Clearwater	\$ 128,377,640	36,061	147,638	\$870	
Oldsmar	\$3,795,000	5,775	17,467	\$217	
Largo	\$ 27,762,800	NA	82,000	\$339	Wastewater only
Pinellas Park	\$10,509,000	21,574	72,443	\$145	No Water Plant, No WWTF
Pinellas County	\$ 130,500,000	NA	488,433	\$267	No Water Supply. Only partial wastewater service.



Questions?

WATER-SEWER RATE HISTORY

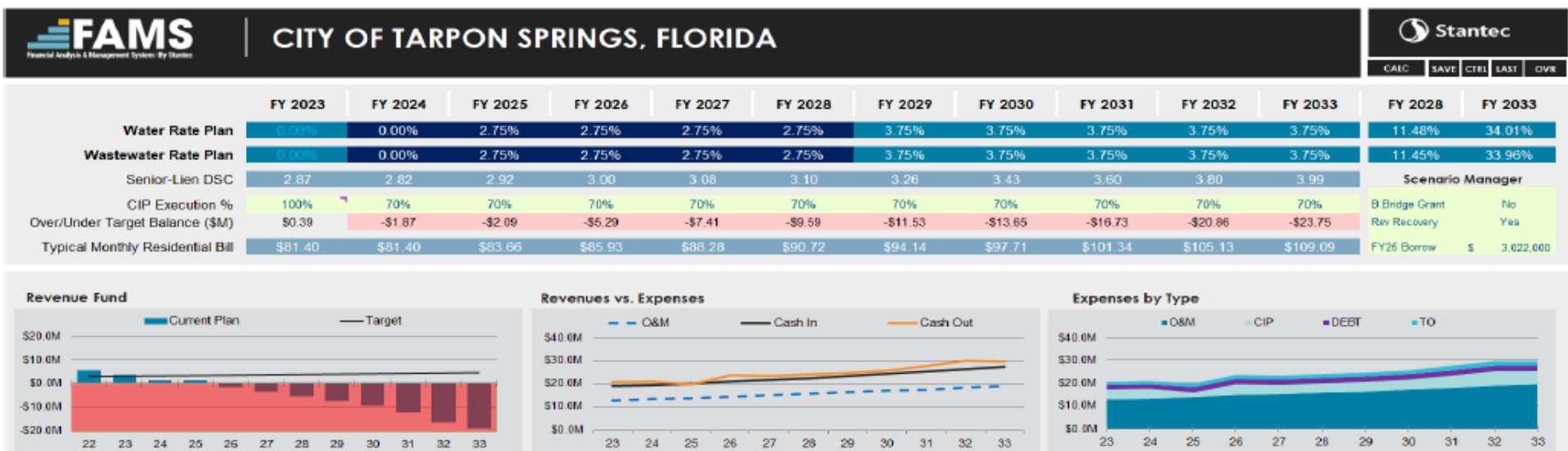


LAST RATE STUDY: 2023

- Expenses exceeded revenues
- Currently spending down reserves to cover annual costs
- No Action
 - \$1,800,000 below reserve target by the end of 2024
 - Negative Fund Balance by 2025-2026 (Water / Sewer Enterprise Fund)
 - Ongoing operational deficit through the 2030s
- Some amount of borrowing will be required to stabilize fund

FAMS - Control Panel

Status Quo - Adopted Rates



2023 PREVIOUS CAPITAL PROGRAM

ADJUSTMENTS

- Cut FY24 CIP by \$2.6M (Planned Expenses)

- Deferred ~\$10M in scheduled CIP projects for FY24 - FY26

Utility Sector	Planned FY24 CIP	Revised FY24 CIP
Meter Repair	\$ 100,000	\$ 250,000
RO/Wells	\$ 675,000	\$ 548,225
Water Distribution	\$ 1,310,000	\$ 680,000
Lift Stations	\$ 330,000	\$ 230,000
WW Collections	\$ 850,000	\$ 520,000
WWTF	\$ 1,525,000	\$ 525,000
Septic to Sewer	\$ 500,000	\$ -
Reclaimed	\$ 75,000	\$ -
Total	\$ 5,365,000	\$ 2,753,225

Water Main Renewal Program

Delayed major scheduled line replacement to 2028

Wastewater Treatment

Delayed 40-year Electric Rehab to 2026

Delayed reclaimed pump station rebuild to 2027

Septic to Sewer

No additional septic to sewer projects scheduled in 2020s

RO Plant

Evaluating phasing options for wellfield build-out

2025 ANALYSIS (NO ACTION)– NOT FEASIBLE

- Met fund balance target in FY24 and FY25
- Little buffer in the water/sewer enterprise fund, spent down impact fees funds to help cover capital expenses
- No Action
 - \$5,100,000 below reserve target by the end of 2026
 - Negative Fund Balance by end of 2026 (Water / Sewer Enterprise Fund)
 - Projected budget deficits through the 2030s



CITY OF TARPON SPRINGS, FLORIDA



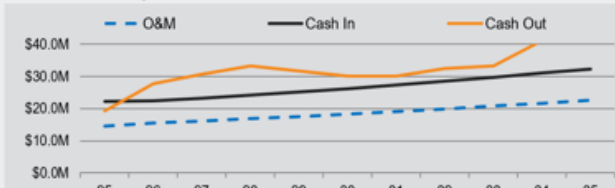
CALC SAVE CTRL LAST OVR

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2030	FY 2035
Water Rate Plan	0.00%	2.75%	2.75%	2.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	16.71%	40.28%
Wastewater Rate Plan	0.00%	2.75%	2.75%	2.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	16.79%	40.42%
Senior-Lien DSC	3.36	3.21	3.12	2.98	3.11	3.24	3.43	3.58	3.72	3.86	4.00	Scenario Manager	
CIP Execution %	100%	100%	100%	100%	90%	90%	90%	90%	90%	90%	90%		
Over/Under Target Balance (\$M)	\$0.90	-\$5.06	-\$13.08	-\$22.86	-\$29.92	-\$34.47	-\$37.75	-\$42.41	-\$46.66	-\$57.42	-\$67.12		
Revenue Fund Balance	\$4.54	-\$1.19	-\$9.05	-\$18.66	-\$25.53	-\$29.89	-\$33.00	-\$37.44	-\$41.47	-\$51.99	-\$61.45		
Oper Reserve Mos	3	3	3	3	3	3	3	3	3	3	3		
PS Execution	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	Capacity Fees	Phase-In
OMV Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	FY26 Borrowing (\$M)	\$4.0
CO Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	FY27 Borrowing (\$M)	\$0.0
Typical Monthly Residential Bill	\$92.84	\$95.38	\$97.99	\$100.69	\$104.47	\$108.41	\$112.47	\$116.70	\$121.10	\$125.67	\$130.42		
\$ Change		\$2.54	\$2.61	\$2.70	\$3.78	\$3.94	\$4.05	\$4.24	\$4.40	\$4.58	\$4.75		

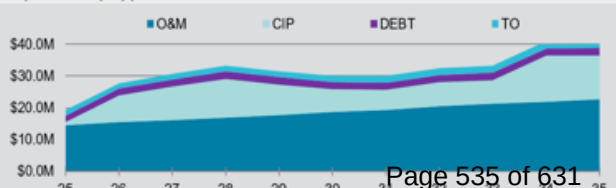
Revenue Fund



Revenues vs. Expenses



Expenses by Type



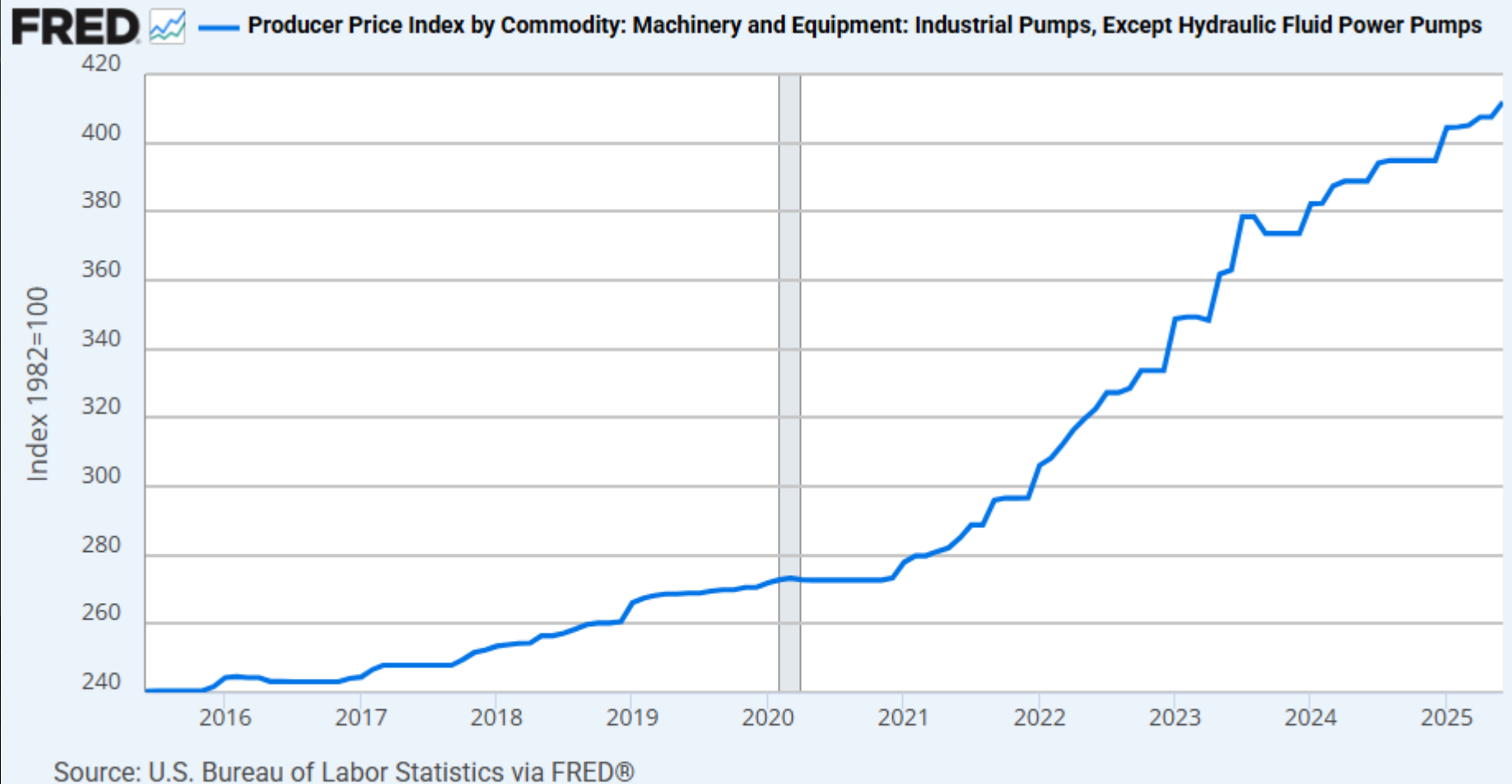
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CIP Plan- What is Included?

Plan Goals:

1. **Avoid Rate Shock in early years**
2. **Replace all cast iron and galvanized water mains (2028-2056)**
3. **Make smart investments in meters to recover revenue and reduce rate increases**
4. **Fully fund 40-year WWTF rehab**
5. **Reducing projected capital costs on wellfield development**
6. **Delayed some Lift Station Rehab projects but better resiliency planning after storms**
7. **Fully fund sewer rehab program to line 70% of clay sewer lines by 2043**
8. **Update costs to reflect current construction market**

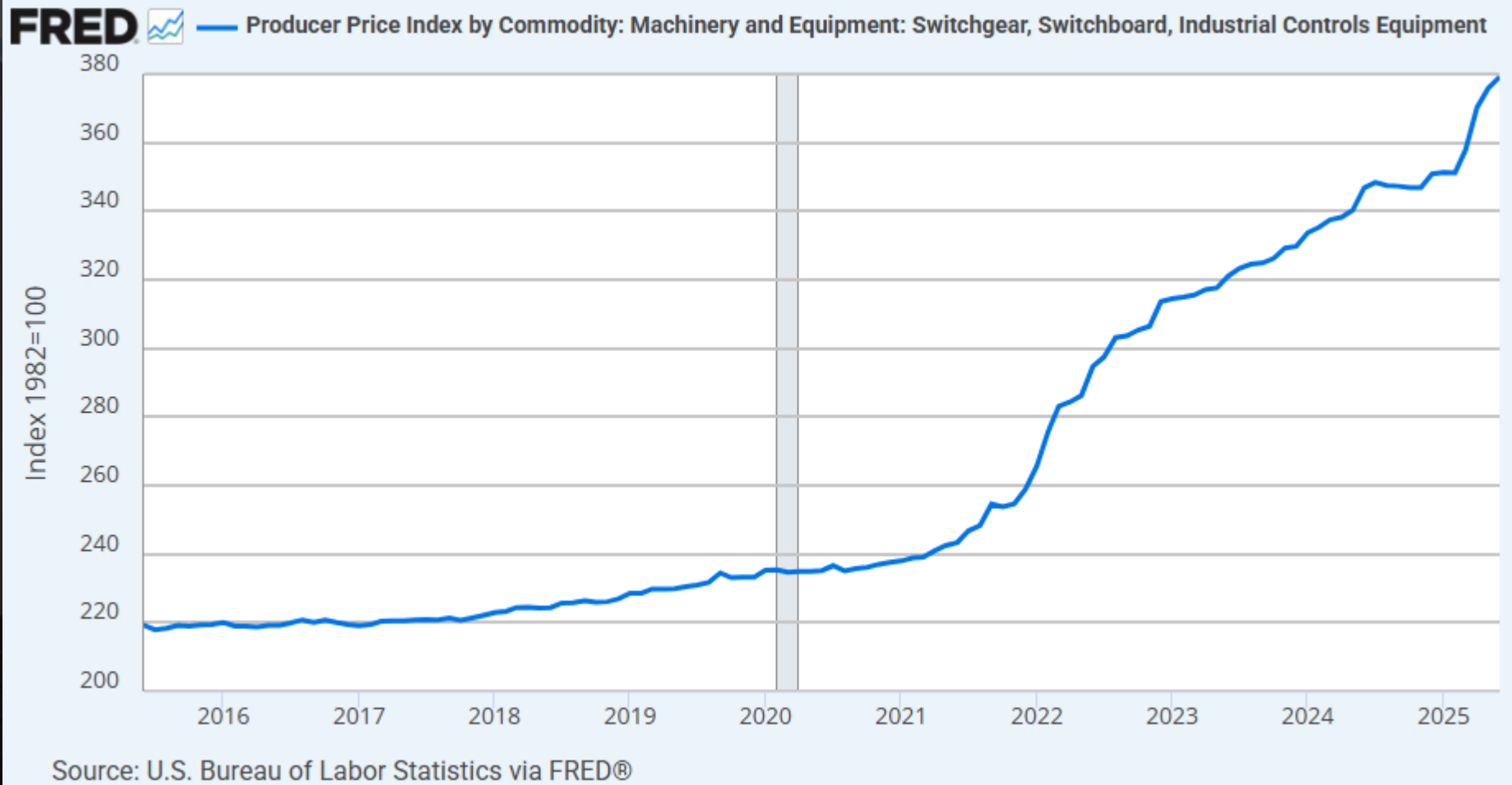
Construction Cost Inflation- Industrial Pumps



National Water Treatment Chemical Index

- Up 57% from 2021 to June 2025

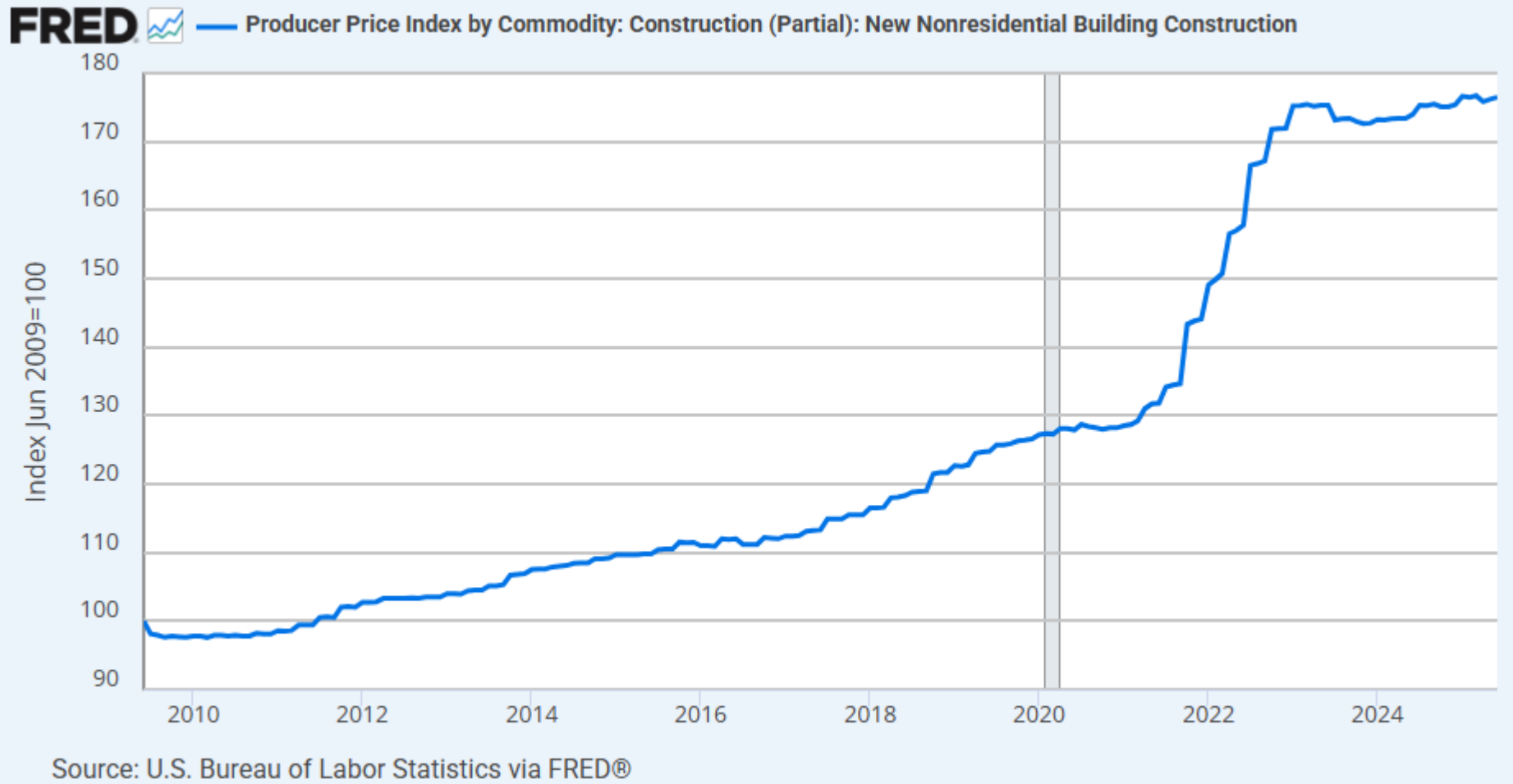
Construction Cost Inflation- Electrical Equipment and Industrial Controls



Producer Price Index

- Up 48% from 2021 to June 2025

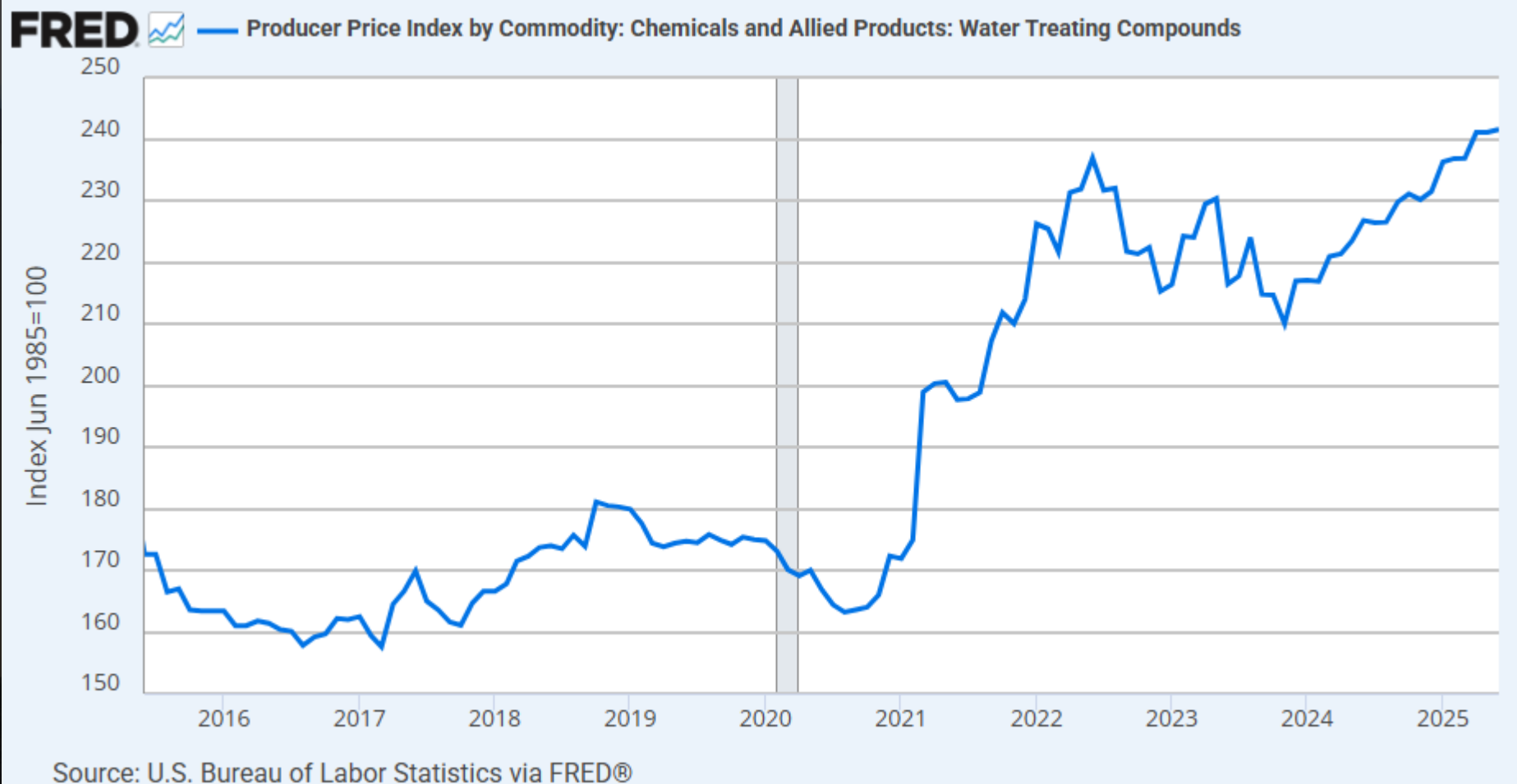
Construction Cost Inflation- Non-Residential Building Construction



Producer Price Index

- Up 37% from 2021 to June 2025

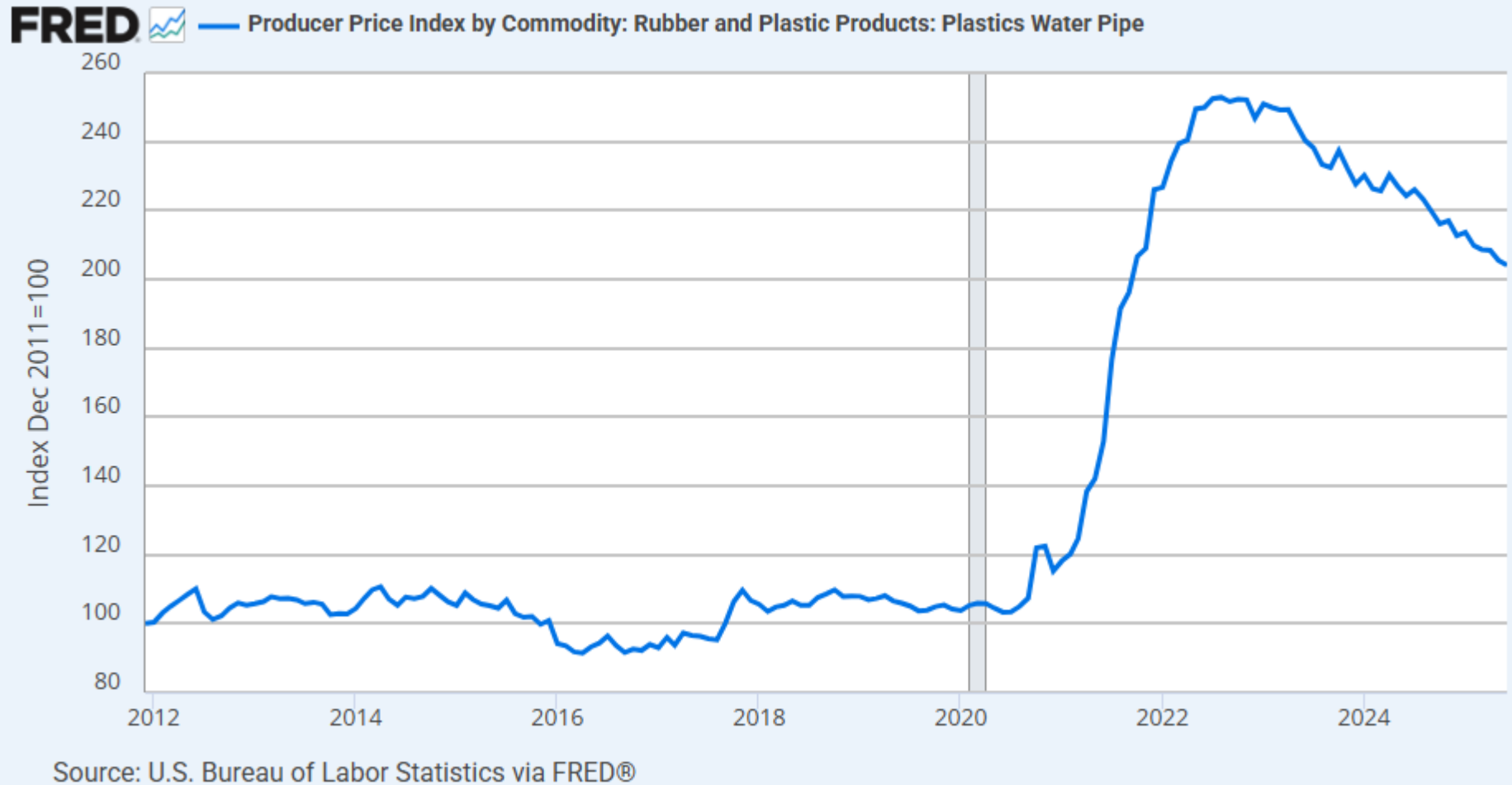
Operational Cost Inflation



National Water Treatment Chemical Index

- Up 40% from 2021 to June 2025

2021 to 2024 Operational Cost Inflation

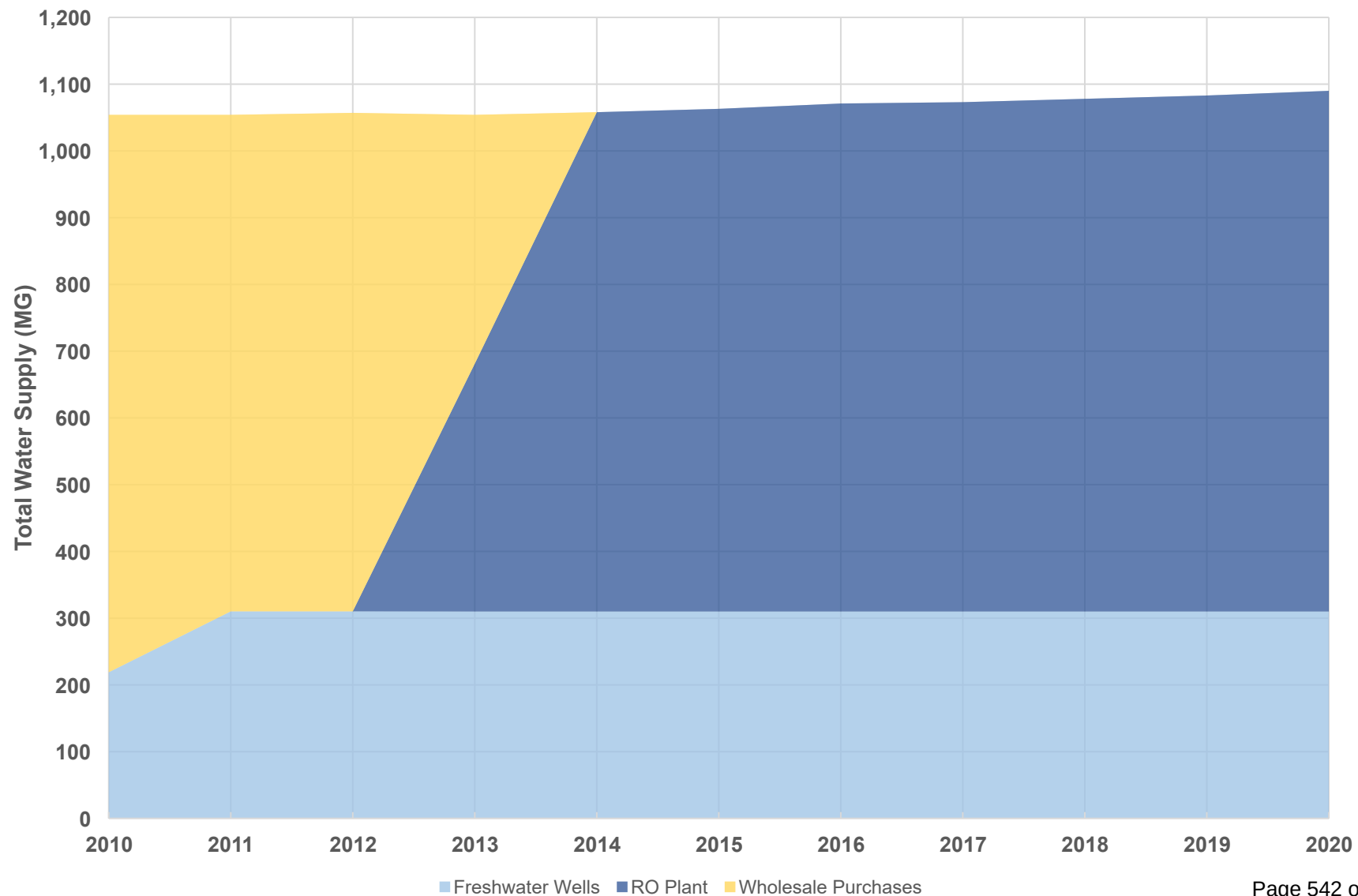


National Commodity Index – Plastic Pipe

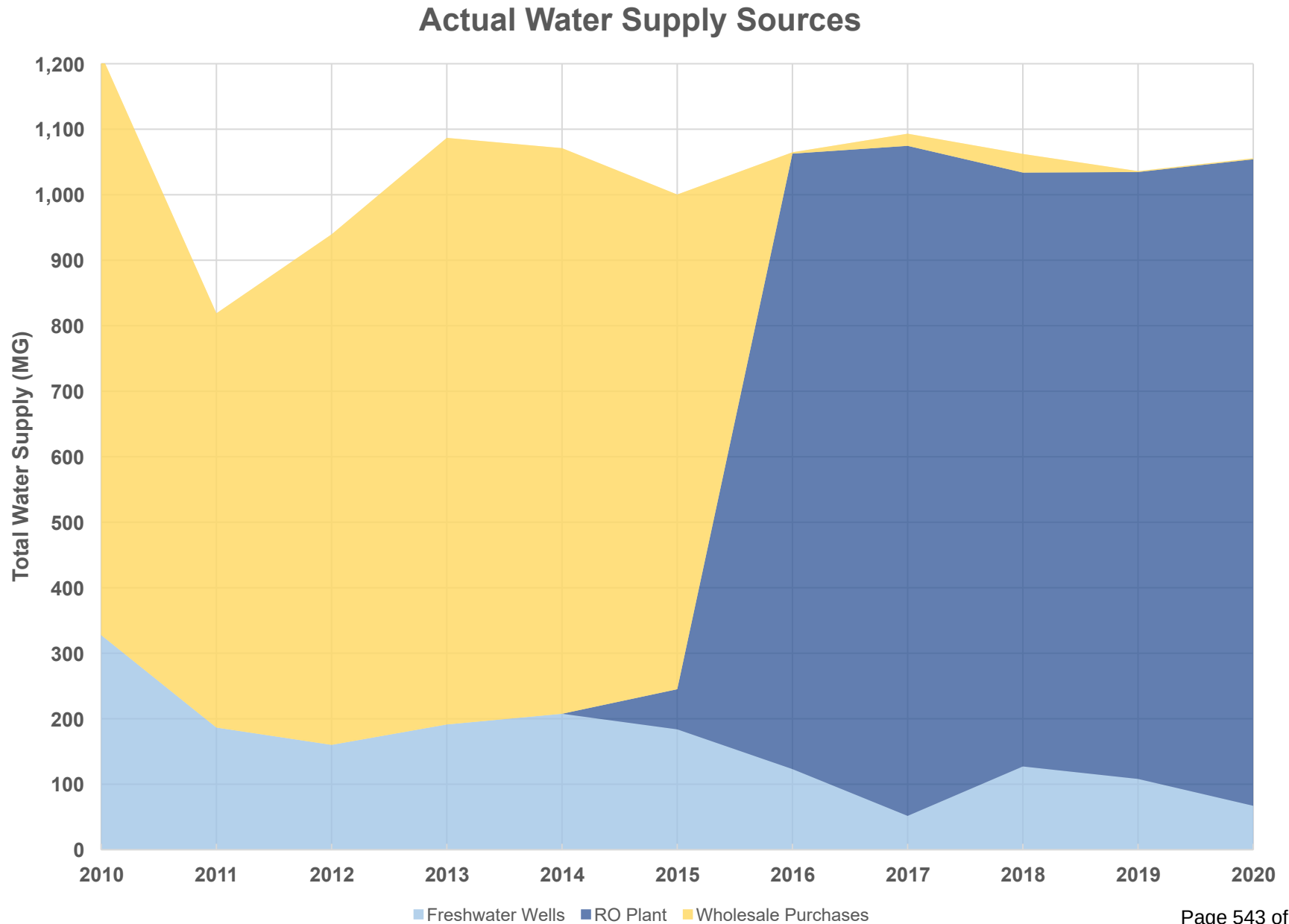
- Up 113% from Jan 2021 to July 2022
- Prices stabilizing, but still up 73% since 2021

WATER SUPPLY CHALLENGES: 2010 WATER SUPPLY PLAN

Projected Water Supply Sources (2010)



2010-2020 ACTUAL WATER SUPPLY SOURCES



WATER SUPPLY UPDATE

- **Original Water Supply Mix:**

- Freshwater First (Cheap) – 7 Wells
- RO Plant for the rest – 22 wells planned

- **Water Supply Mix Currently**

- Freshwater wells
 - 5 taken offline in 2010s
 - 2 wells taken offline in late 2023 due to PFAS regulation
- RO Plant
 - Only constructed 19 wells
 - 17 wells currently (2 abandoned to FDOT project)

- **Outcome:**

- Had to pump the brackish wellfield beyond the design capacity
- Increasing salinity = increasing costs

- **Goal:**

- Get 2 fresh wells online with PFAS treatment (reduce production costs)
- Add 1 brackish well for emergencies
- Defer additional wellfield development to meet other pressing needs
- Use PCU water to make up about 10% of water mix when needed

2025 DRAFT RATE PLAN ANALYSIS– OPTION B2 (EARLY WATER MAIN WORK)

- Same as Option B, but adds \$2.4M in Debt in FY26-FY27 to accelerate water mains
- Additional 1.5 – 2 miles of priority galvanized water main replacement with no extra rate increase
- 7.75% Annual Increases for 4 years
- Update impact fees in FY26
- \$9.2M in Borrowing in FY26; \$5.2M in Borrowing in FY27
- ~2030 – Large bond for 30-year AWWTF Rehab projects - ~\$25M

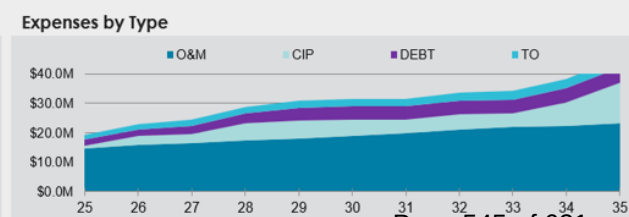
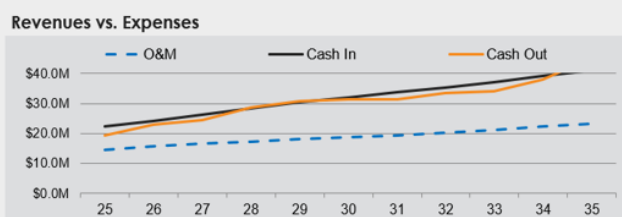
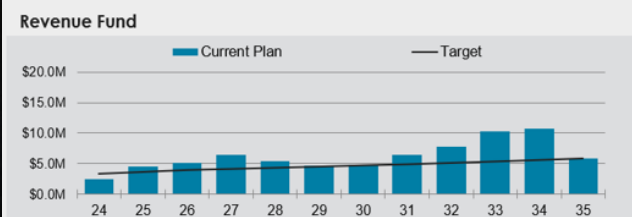


CITY OF TARPON SPRINGS, FLORIDA



CALC SAVE CTRL LAST OVR

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2030	FY 2035
Water Rate Plan	0.00%	7.75%	7.75%	7.75%	7.75%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	40.82%	75.46%
Wastewater Rate Plan	0.00%	7.75%	7.75%	7.75%	7.75%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	40.85%	75.59%
Senior-Lien DSC	3.36	3.62	3.38	3.02	2.81	2.86	3.07	3.10	3.25	3.23	3.34	Scenario Manager	
CIP Redistrib (\$M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Capacity Fees	Option A
CIP Execution %	100%	100%	100%	100%	90%	90%	90%	90%	90%	90%	90%	FY26 Borrowing (\$M)	\$8.0
Over/Under Target Balance (\$M)	\$0.90	\$1.20	\$2.36	\$1.14	\$0.21	\$0.15	\$1.63	\$2.69	\$5.03	\$5.19	\$0.03	FY27 Borrowing (\$M)	\$4.0
Revenue Fund Balance	\$4.54	\$5.15	\$6.48	\$5.44	\$4.70	\$4.83	\$6.49	\$7.77	\$10.34	\$10.73	\$5.83	Addt. Water Main Work	Yes
Oper Reserve Mos	3	3	3	3	3	3	3	3	3	3	3	Rev Recovery	Yes
PS Execution	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%	92%		
OMV Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
CO Execution	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
Typical Monthly Residential Bill	\$92.84	\$100.05	\$107.80	\$116.16	\$125.13	\$130.78	\$136.66	\$142.81	\$149.22	\$155.91	\$162.94		
\$ Change		\$7.21	\$7.75	\$8.36	\$8.97	\$5.66	\$5.88	\$6.15	\$6.41	\$6.69	\$7.03		



CAPITAL PROGRAM ADJUSTMENT OPTIONS

Area	Challenge	Option/Solution
General Financial Planning	Previous Rate Model only funded 70% of CIP. Also called for \$500k in annual grants.	Already awarded grants totalling \$6.8M in FY25-FY26
Water Supply	RO Plant producing 1100 MG on 17 wells. Design was 800 MG on 22 wells. Also lost 300 MG in fresh water capacity (management and PFAS)	PFAS funds for two fresh wells. Cut future brackish wells to 1-2. Plan on 10% county water imports (~\$400k annually) Cuts CIP from \$22M to \$6M.
Meter Replacement	Meters aging poorly. 4000 out of 10,000 are older than 15 years.	Accelerate meter replacement with debt (\$3.6- \$4.8M) Increase revenues 2-4%.
Water mains	Current CIP defers major water line work to FY28.	Have \$4M+ in priority water main projects. Push to FY28, no dept financing.
WWTF	Needs 50-year life-cycle rehab	Bundle about \$25M into one bond around 2030. Could be SRF Eligible (20% principal forgiveness).

Operational Costs

Example – RO Plant Operating Supplies

Expense Category	FY22 Expenses	FY24 Budget Plan	Notes
Filter Cartridges	\$ 90,929	\$ 139,520	Increased from \$186.83 per case to \$275.00 (Dec 2022)
Carbon Dioxide	\$ 42,844	\$ 88,800	Increased from \$0.0945 to \$0.2100 per lb.
Sodium Hydroxide (Caustic)	\$ 53,767	\$ 80,040	38% Increase projected for FY24
Lime	\$ 70,279	\$ 79,500	13% Price Increase in Jan 2023.
Sulfuric Acid	\$ 91,227	\$ 76,440	Price fell from \$2.90 to \$2.43 per gal in FY23. FY21 price was \$1.22
General Operating Supplies	\$ 67,448	\$ 65,000	Reduced 3%
Corrosion Inhibitor	\$ 52,000	\$ 60,000	Increased in July 2022 (\$0.69 to \$1.13 per gal)
Hardware, Tools, Raw materials	\$ 54,951	\$ 50,000	Reduced 10%
Generator Fuel	\$ 36,506	\$ 35,000	Unchanged
Instrumentation and Lab Supplies	\$ 32,580	\$ 35,000	6% increase from Hach for reagents and instrumentation supplies.
Chlorine	\$ 14,493	\$ 27,000	Increased from \$0.60 to \$1.20 per gallon.
FDEP Fees	\$ 20,975	\$ 21,000	Unchanged
Hydrofluosilic Acid	\$ 10,406	\$ 16,500	65% cost increase projected
Computers	\$ 9,830	\$ 10,400	Scheduled Replacement
Anti Scalant	\$ 8,300	\$ 9,000	1.179 per lb to 1.252
Uniforms	\$ 4,432	\$ 4,500	Annual expense for staff.
Grand Total	\$ 618,577	\$ 797,700	Projected 29% increase in cost of operating supplies (FY22 to FY24).

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING PORTIONS OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS; INCREASING THE WATER, SEWER, and RECLAIMED WATER RATES FOR FISCAL YEAR 2026 (OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026) AND FISCAL YEAR 2027 (OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027); AND FISCAL YEAR 2028 (OCTOBER 1, 2027 THROUGH SEPTEMBER 30, 2028) AND FISCAL YEAR 2029 (OCTOBER 1, 2028 THROUGH SEPTEMBER 30, 2029); AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City is dedicated to providing reliable utility services while protecting our water resources and the public's health; and

WHEREAS, the water and sewer utility operates as an enterprise fund within the City that relies upon revenue from user fees (rates) to fully fund water and sewer operations and infrastructure; and

WHEREAS, the City maintains a multi-year rate plan to ensure adequate and reliable funding; and

WHEREAS, the City strives to balance customer affordability and the financial health of the water and sewer utility; and

WHEREAS, the last approved rate adjustments in 2023 adopted a two-rate year plan, and utility finances have been re-evaluated in FY25 based upon updated economic conditions; and

WHEREAS, the City of Tarpon Springs has completed an updated water and sewer rate study to include a financial review of water and sewer enterprise fund operational and capital needs and associated revenue sufficiency; and

WHEREAS, operational costs have continued to rise at an, and construction costs have continued to experience higher inflation than historical trends; and

WHEREAS, Current study of the water and sewer fund indicates that without immediate action, the water and sewer fund will fail to meet fund balance requirements without rate updates; and

WHEREAS, Current study of the water and sewer fund also shows that failure to improve water and sewer revenue will result in failure to achieve utility capital funding to address aging infrastructure and will result in further delay on critical water and sewer infrastructure projects; and

WHEREAS, to realign the revenue with the expenses, the multi-year plan must be revised to a 7.75% increase effective October 1, 2025 followed by an inflationary increase of 7.75% in FY27, FY28, and FY29; now, therefore:

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 2. That Section 20-2 (c) of the Code of Ordinances of the City of Tarpon Springs shall be amended to read as follows:

- (c) For fiscal years ~~2024-2026~~ through ~~2028~~2029, the water rates set forth in subparagraph (a) of this section shall be automatically adjusted ~~on November 1 for FY2024 and~~ on October 1 for successive years over the previous year's rates by the following percentages defined in the column "Annual Rate Change". Annual rate changes previously adopted and implemented in prior fiscal years will continue to be in effect and unchanged.

Fiscal Year	Annual Rate Change
2024	9.90%
2025	3.75%
2026	2.75% <u>7.75%</u>
2027	2.75% <u>7.75%</u>
2028	2.75% <u>7.75%</u>
<u>2029</u>	<u>7.75%</u>

Section 6. That Section 20-4 (d) of the Code of Ordinances of the City of Tarpon Springs shall be amended to read as follows:

- (d) For fiscal years ~~2024-2026~~ through ~~2028~~2029, the sewer and reclaimed water rates set forth in subparagraphs (a), (b), and (c) of this section shall be automatically adjusted ~~on November 1 for FY2024 and~~ on October 1 for successive years over the previous year's rates by the following percentages defined in the column "Annual Rate Change". Annual rate changes previously adopted and implemented in prior fiscal years will continue to be in effect and unchanged.

Fiscal Year	Annual Rate Change
2024	9.90%
2025	3.75%
2026	2.75% <u>7.75%</u>
2027	2.75% <u>7.75%</u>
2028	2.75% <u>7.75%</u>
<u>2029</u>	<u>7.75%</u>

Section 7. That this Ordinance shall become effective ~~November 1, 2023~~ October 1, 2025.



Public Services Department

Memorandum

Date: September 30, 2025
To: Honorable Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Ron Haring, Finance Director
Thomas Kiger, Public Services Director
Darryl Vaci, Water Division Manager
Subject: Impact Fee Study and Updates

Recommendation

Approve recommended updates to water and sewer impact fees via adoption of Ordinance 2025-17.

Background

Impact Fees are one-time charges assessed to the new commercial and residential connections to reimburse utility systems for infrastructure required to supply water and collect, treat, and dispose of wastewater from these new commercial and residential connections. Capacity Fees are proportional to the cost of infrastructure capacity set aside for the new customer. In some systems these charges are called Impact Fees while others may be called Capacity Fees, Connection Fees, User Fees, or Contributions In Aid of Construction (CIAC). Impact fees are based on the cost of water and sewer capital infrastructure construction, and are designed to help ensure that the costs of infrastructure for new growth are born by development, rather than existing rate payers and residents.

It is a best management practice to update impact fees periodically, particularly after updates to utility capital improvement plans, to ensure that impact fees do not lose ground over time to inflation, which would shift costs for new development onto existing ratepayers. The last City water and sewer impact fee study was initiated in 2018, and adopted in 2019. Since then, the City has considerably updated the utility 10-year CIP, and construction costs have risen significantly due to post COVID-19 inflation, and a variety of other factors in the construction economy.

Staff contracted with the Florida Rural Water Association (FRWA) professional engineering group to develop a new impact fee study (attached) based on current CIP and construction costs. FRWA is a professional non-profit association dedicated to helping small and rural utilities with various water and wastewater challenges. FRWA has developed dozens of impact fee studies throughout the state, with the goal of helping small and rural utilities maintain financial health.

Based on the results of the impact fee study, FRWA provided two options for consideration to update impact fees per Equivalent Residential Unit:

Category	Current Impact Fees	Option A: Remaining Useful Lift	Option B: Replacement Value
Water	\$2,253	\$4,130	\$5,790
Wastewater	\$1,570	\$3,340	\$9,860
Totals	\$3,823	\$7,470	\$15,650

There are two methods to calculate impact fees: remaining useful life, and replacement value. The remaining useful life assumes that utility assets are depreciated as they age. For example, a water well over 40 years old might have a value of zero dollars using this method, even though it is still in operation providing water capacity. The replacement value method values that well at the cost of a installing a new well. The City has historically used the Remaining Useful Life Option in impact fee development. Although the City has many fully depreciated assets in the utility, staff propose adoption of the impact fee updates using the Remaining Useful Life Option (Option A) as a continuation of existing policy.

Impact fees are an important tool to help pay for the cost of infrastructure needed for growth in water and sewer utilities. The proposed impact fees updates are already included in the water and sewer rate model and financial plan. These updates are forecast to generate an additional \$250,000 per year in revenue for capital projects that will not be borne by existing residents. Impact fee revenues help maintain the needed level of service, and are currently funding the replacement of the Lime and Huey wastewater lift station, which is over capacity due to growth. Impact fees are also assigned to pay for the construction of new brackish water wells to help meet water supply needs. The proposed updates to the impact fees allowed the City to reduce the needed water and sewer rate increases by 0.25% annually, saving money for existing ratepayers. For these reasons, City staff recommend the approval of the proposed Ordinance 2025-17, adopting new water and sewer impact fees.

FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813
(850) 668-2746

February 25, 2025

Mr. Darryl Vaci
Water Division Manager
City of Tarpon Springs
324 East Pine Street
Tarpon Springs, FL 34689
Phone: 727-937-2557 x1132
Email: dvaci@ctsfl.us

**RE: Water and Wastewater Final Capacity Fee Study
City of Tarpon Springs, Pinellas Co., PWS: 6521784, Fac. No. FL0030406**

Dear Mr. Vaci:

Florida Rural Water Association is pleased to provide this Capacity Fee Study to the City of Tarpon Springs as a membership benefit. FRWA is dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high-quality water and wastewater disposal services, while protecting natural systems.

You should be congratulated on your water and wastewater system and operations staff. With unfunded mandates continuing to roll down from state and federal governments along with the aging of pipes, pumps, and plants, you have risen to the challenge and continue to provide quality services. To make a very difficult job more difficult, revenues have lagged behind expenses. Utility operators have done more with less each year, as measured in real dollars. They have shouldered the responsibility of running the system in a responsible manner and in compliance with state rules and regulations.

Capacity Fees. Capacity Fees (Connection Charges) are one-time charges assessed to the new commercial and residential connections to reimburse utility systems for infrastructure required to supply water and collect, treat, and dispose of wastewater from these new commercial and residential connections. Capacity Fees are proportional to the capacity set aside for the new customer. In some systems these charges are called Capacity Fees while others may be called Benefit Assessments, User Fees, Contributions In Aid of Construction (CIAC), Impact Fees or System Development Charges.¹

The goals and objectives considered in the study include the following:

- ✓ Proposed Capacity Fees should be equitable among customer classes;
- ✓ Proposed Capacity Fees should minimize “shock” to customers if possible;

¹ AWWA, *Manual M1 - Principles of Water Rates, Fees and Charges*, 7th Edition, American Water Works Association, Denver CO., 2017, pp. 321-347

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EMAIL
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- ✓ Proposed Capacity Fees should reimburse the City for infrastructure required to supply water and collect treat, and disposal of wastewater from new commercial and residential connections; and
- ✓ Proposed Capacity Fees should provide for capital improvement needs and not operation and maintenance costs

Executive Summary

Findings & Recommendations

The City of Tarpon Springs has two options for setting Capacity Fees:

Option A – Use the **Remaining Useful Life Basis** to capture the existing cost of running the City of Tarpon Springs Water and Wastewater Utility.

Option B – Use the **Replacement Value Basis** to capture the true and sustainable cost of running the City of Tarpon Springs Water and Wastewater Utility.

Remaining Useful Life (RUL) is the length of time the utility infrastructure, piping, pumps, tanks, and equipment is likely to be functional before it requires replacement. A piece of equipment may last longer than its estimated useful life, but it will need more and more maintenance as it reaches that point. It may become obsolete or require major repairs. An especially old asset, while technically functional, may be more of a liability than a benefit if it requires frequent repair work.

The Remaining Useful Life basis for computing Capacity Fees provides a value to existing utility assets based on their depreciated condition, estimated based on the years it is expected to continue to function. This can also be called Replacement Cost New Less Depreciation. This basis does not provide for the cost of replacing the pipe or equipment when it reaches the end of its useful life, the cost that the utility will have to bear to serve the development being added to the utility.

As an example of the implication of Remaining Use Life Basis, a community has an Elevated Storage Tank at the school constructed around 1952, over 70 years ago. The AWWA useful life an elevated storage tank is 44 years. The elevated storage tank at the school would have no value when computing Capacity Fees based on Remaining Useful Life Basis. For this portion of the Capacity Fee, the new user will have almost no Capacity Fee to pay. However, the true, sustainable value to the utility is the replacement cost for the elevated storage tank, this is the cost the utility will have to bear to keep treated water available for new users as they are added to the system.

Replacement Value is the original cost escalated to current-day dollars. That is, the cost to the utility to install new infrastructure to replace existing piping, pumps, tanks, and equipment in today's dollars. The Replacement Value recognizes the expense the utility must incur to purchase new piping and equipment as the existing piping and equipment have become unusable due to age and wear. This is the cost the existing users have been incurring for all the previous years in keeping sufficient and usable piping and equipment available for the users now coming onto the system.

Replacement Value reasonably reflects the cost of providing new expansion capacity to users as if the capacity was added at the time the new user connected to the water system. The utility is fairly compensated for the carrying costs of the excess capacity that needed to be built into the system in advance of the new users connecting to the system so it would be available at the time the connection was needed. With pipelines and treatment plants it is impossible to put in increments of capacity at exactly the time a new development needs to have it available. Capacity-related

infrastructure must be planned, designed, and constructed in large increments and the new users the capacity is intended to serve will typically connect to the system over many years. Utilities must make investments in capacity-related infrastructure that will provide services to new development well in advance of the time when the new development occurs. Meanwhile, the utility is incurring the cost of keeping the capacity-related infrastructure in proper working condition so it will be fully available when needed by the new development.

With Capacity Fees based on Replacement Value, the new users are paying for the true, sustainable value of the capacity that the utility has purchased and kept available for them until now to us. While Replacement Value capacity fees represent a higher cost per Equivalent Residential Connection (ERC) than Remaining Useful Life, FRWA recommends Replacement Value because it represents a more equitable compensation to the utility for the cost of constructing and keeping necessary, effective capacity available for new users when it is needed.

1. Water Capacity Fee Finding

The current Water Capacity Fees for Tarpon Springs are \$2,253 per ERC. For the Water Capacity Fee, the City has the option of using the evaluated Fee of **\$4,130 per ERC** using the Remaining Useful Life Basis –or- **\$5,790 per ERC** using the Replacement Value Basis to capture the true and sustainable cost of running its Water Utility. FRWA included re-use infrastructure in the drinking water capacity fee analysis. Re-use has a direct influence on the water system capacity by offsetting source water demand. FRWA recommends using the Replacement Value.

2. Wastewater Capacity Fee Findings

The current Wastewater Capacity Fees for Tarpon Springs are \$1,570 per ERC. For the Wastewater Capacity Fee, the City has the option of using the evaluated Fee of **\$3,340 per ERC** using the Remaining Useful Life Basis –or- **\$9,860 per ERC** using the Replacement Value Basis to capture the true and sustainable cost of running its Wastewater Utility. FRWA recommends using the Replacement Value.

Capacity Fees per ERC are proportional to the existing Average Day Flow per connection. Tarpon Springs has an average day flow per connection of 185 gpd. According to the Water Research Foundation, average water use per household is 138 gpd (Water Research Foundation, *Residential End Uses of Water, Version 2*, 2016) Wastewater discharge would be even less than 138 gpd/household because not all water used is returned to the wastewater system. That means the wastewater flows for Tarpon Springs are approximately 30% higher than the Water Research Foundation recommendation and infiltration/inflow may be an issue for the wastewater system.

Water & Wastewater Capacity Fee Findings

In combination both the Water and Wastewater Capacity Fees are:

Equivalent Residential Water & Wastewater Connection (ERC) Calculation Comparison

Category	Current Impact Fees	Option A Remaining Useful Life Value	Option B Replacement Value
Water	\$2,253/ERC	\$4,130/ERC	\$5,790/ ERC
Wastewater	\$1,570/ERC	\$3,340/ ERC	\$9,860/ ERC
Totals	\$3,823/ERC	\$7,470/ ERC	\$15,650/ ERC

3. Water and Wastewater Capacity Fee Recommendations

FRWA recommends that the City use the evaluated fees to capture the true and sustainable cost of running its Water and Wastewater Utility and to maintain and protect the City's vital infrastructure. We recommend and can assist with continuing to establish a 5 and 10-year Capital Improvement Program to keep the City's utility financially sound.

4. Other Utility Fee Recommendations

- Fees for turn-ons, turn-offs, and late fees might need to be increased for inflation. Fees should be reviewed / updated at least annually by staff based on actual time and material costs for meters, fittings, boxes, equipment costs, fuel costs, and salaries.

- The Utility's policies on payments, late charge fees, illegal turn on penalty, or returned check penalty should also be reviewed / updated at least annually by staff.
- The City's current ordinance recommends the capital recovery fees are to be indexed to inflation and adjusted effective October 1 of each year. The inflation index for these adjustments was tied to the Engineering News Record (ENR) construction cost index for the preceding 12 months.
- FRWA recommends implementing an annual adjustment moving forward in accordance with the industry standard index for construction costs. The Florida Public Service Commission, Engineering News Record or Handy-Whitman Index of Public Utility Construction or such other index as deemed appropriate by the city council. These price indexes are established annually to allow franchised water and wastewater utilities to adjust rates and charges as a reflection of the determined increase in operation and maintenance expenses.

The following table shows historic trends for these indexes:

Year	Engineering News Record Construction Cost Index Annual Average		Florida Public Service Commission Approved Index	Handy-Whitman Index of Public Utility Construction Costs		Year	Engineering News Record Construction Cost Index Annual Average		Florida Public Service Commission Approved Index	Handy-Whitman Index of Public Utility Construction Costs	
1997	5826		2.13%	318		2011	9070	1.031	1.18%	548	1.020
1998	5920	1.016	2.10%	327	1.028	2012	9308	1.026	2.41%	579	1.057
1999	6059	1.023	1.21%	337	1.031	2013	9547	1.026	1.63%	601	1.038
2000	6221	1.027	1.36%	349	1.036	2014	9806	1.027	1.41%	622	1.035
2001	6343	1.020	2.50%	361	1.034	2015	10034	1.023	1.57%	643	1.034
2002	6538	1.031	2.33%	369	1.022	2016	10339	1.030	1.29%	661	1.028
2003	6694	1.024	1.31%	375	1.016	2017	10737	1.038	1.51%	681	1.030
2004	7115	1.063	1.60%	396	1.056	2018	11062	1.030	1.76%	701	1.029
2005	7446	1.047	2.17%	409	1.033	2019	11281	1.020	2.36%	743	1.060
2006	7751	1.041	2.74%	425	1.039	2020	11466	1.016	1.79%	782	1.052
2007	7967	1.028	3.09%	444	1.045	2021	12133	1.058	1.17%	832	1.064
2008	8310	1.043	2.39%	482	1.086	2022	13006	1.072	4.53%	939	1.129
2009	8570	1.031	2.55%	530	1.100	2023	13358	1.027	7.07%	1043	1.111
2010	8799	1.027	0.56%	537	1.013	2024	13571	1.016	3.24%		

- It is recommended that you revisit this Capacity Fee study every 3 to 5 years or as needed. Indicators of need include changes to revenue or CIP expenses predictions, current financial position and other indicators that become evident during the annual budget approval process.

Capacity Fee Evaluation

Capacity Fee Calculations.

Capacity Fee Calculations are performed in accordance with the American Water Works Association *Manual M1 - Principles of Water Rates, Fees and Charges* guidelines for calculating and allocating Capacity Fees to new customers.² FRWA uses a rational and conservative approach when performing these evaluations. This approach is transparent, defensible, and complies with statute and case law. Since there is a rational nexus of allocating Capacity Fees to customer groups it also follows the intent of the Florida Statutes that set the basis for rates and Capacity Fees by counties and municipalities. Such fees shall be just and equitable.³

Capacity Fees are set using the following criteria:

- The water / wastewater system has the legal authority to charge Capacity Fees.
- Costs are allocated to specific customer classes based on use of the water / wastewater system infrastructure.
- New customers add incremental capital costs to the utility and the fees are set to recapture their impacts to the system.
- The evaluation of system data is sufficient to reasonably estimate the value of water / wastewater system infrastructure and support charges to new customers. The evaluation includes water / wastewater consumption, historical flow trends, growth, and inventories of water lines, wells, treatment, collection, manholes, lift stations, etc.
- Justification of capital costs is clearly provided in the calculation of fees.
- The costs of grant-funded and contributed assets are not included in the Capacity Fee calculations.
- Outstanding principal on debt that has been incurred for infrastructure is not included in asset value for Capacity Fee calculations.
- The capital costs / fee requirements for new customers are consistent, predictable, and uniform.
- Each customer class equitably pays its own way. No undue burden is placed on one class over another customer class.

Compliance with the Dual Rational Nexus Test

The City is responsible for compliance with Florida statutes for all aspects of Capacity Fees – establishment, collection, and expenditures. The dual rational nexus test is a basis for the validity of impact fees. The test has two prongs, each of which are a rational nexus that must be found:

The local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision.⁴

To understand the first prong of the dual rational nexus test, a rational nexus between the need for additional capital facilities and the growth in population generated by a new development, it is first important to understand what is considered rational. To be rational, the nexus must be substantial, demonstrably clear, and present. The Capacity Fee Study attempts to define (monetarily) the benefit new customers receive from hooking up to the

² AWWA, *Manual M1 - Principles of Water Rates, Fees and Charges*, 7th Edition, American Water Works Association, Denver CO., 2017, pp. 321-347

³ See Florida Statutes Chapter 153 for County Water & Sewer Systems and Chapter 180 - Municipal Public Works.

⁴ *St. Johns County v. Northeast Florida Builders Ass'n, Inc.* 583 So.2d 635, 637 (Fla. 1991); *Hollywood, Inc. v. Broward County*, 431 So.2d 606, 611-612 (Fla. 4th DCA 1983)

utility in demonstrating the value of infrastructure capacity made available to the new customer. The Capacity Fee Study specifically focuses on the pro-rate share new customers should pay for the infrastructure required to meet the new demand. The goals of the Capacity Fee Study are rational and consistent with the first prong of the dual rational nexus test.

The second prong of the dual rational nexus test is that there must be a rational nexus between the expenditures of the funds collected and the benefits accruing to the payor of the impact fee. This can be satisfied by specifically earmarking the funds collected for use in acquiring capital facilities to benefit the new residents. How the City handles the fees collected is the responsibility of the City and is not addressed in this Capacity Fee Study.

Cost Savings and Benefits.

Capacity Fees provide a revenue source for replacement and upgrade of existing infrastructure as new customers are added to the system and the funds collected must benefit the new customers paying the fee. This revenue is intended to be used for funding major expansions as well as minimizing future debt or reducing the need for future debt. Capacity Fees also provide for the utility to maintain an appropriate level of retained earnings and cash reserves to meet capital improvement needs. Utilities that are committed to regular renewal and replacement of aging infrastructure regularly see cost savings in their O&M budget, avoid unnecessary costly emergency repairs and minimize community health and safety concerns due to critical water and wastewater equipment failures.

Accuracy of Revenue Predictions.

We have performed our analyses using the data and information obtained; we have relied upon such information to be accurate. Projected Capacity Fee revenue precision is limited by the accuracy of the financial information provided – good information “in” equals good information “out”, and *vice versa*. Should our capacity fees not meet your expectations, we will work with you to carefully review and update financial records, revisit our calculations, valuation parameters, assumptions, etc. We are always happy to return, revisit your Capacity Fees, and adjust the analyses as necessary, consistent with Florida law.

Growth should pay for Growth.

Growth causes the need for expansion and should therefore pay its fair share for the costs incurred. These new connections use existing capacity or require expanded capacity in the form of plant expansions and water / sewer line extensions -- requiring significant capital expenditures. Existing ratepayers have supported and maintained the existing facilities, and new customers should support any new, additional, or expanded facilities plus pipelines that are required for the use of these new customers.

Some officials and new customers have argued incorrectly that the utility should allow new customers on the system without charge or at original plant costs (not adjusted for inflation). It's not fair to existing ratepayers and it is not a prudent utility practice. Nor would it be good business practice. Public officials may be tempted at times to trim budgets; lower utility rates below operational costs; and keep Capacity Fees below actual capital investment needs -- but this seriously reduces utilities' ability to perform its central mission, shortchanges ratepayers by delaying costs, sets up unrealistic expectations, and undermines the future vitality of the community.

Dealing with Growth & Infrastructure Decay.

Communities must maintain adequate levels of service for public facilities and anticipate and prepare for growth. Some older or aging infrastructure may need to be upgraded which requires adequate funding.

As new customers come online more and more of the treatment capacity is used up until the plant is at capacity and must be expanded. Further, the Florida Department of Environmental Protection requires that when a water plant reaches 75% of capacity that the supplier of water must submit source/treatment/storage capacity analysis reports by a professional engineer documenting projected flows. If the operating capacity of the water treatment plant or finished water storage is exceeded in less than 5 years, documentation of timely design, permitting, and

construction must be submitted with the report (Rule 62-555.348 F.A.C.). Similarly, for wastewater treatment plants, FAC 62-600.405 requires timely planning, design, and construction of needed wastewater treatment facility expansion. This requirement includes a statement signed and sealed by a professional engineer that planning and preliminary design of the necessary expansion has been initiated if the Capacity Analysis Report documents that the permitted capacity of the facility will be exceeded within the next five years.

Existing Water System Demand

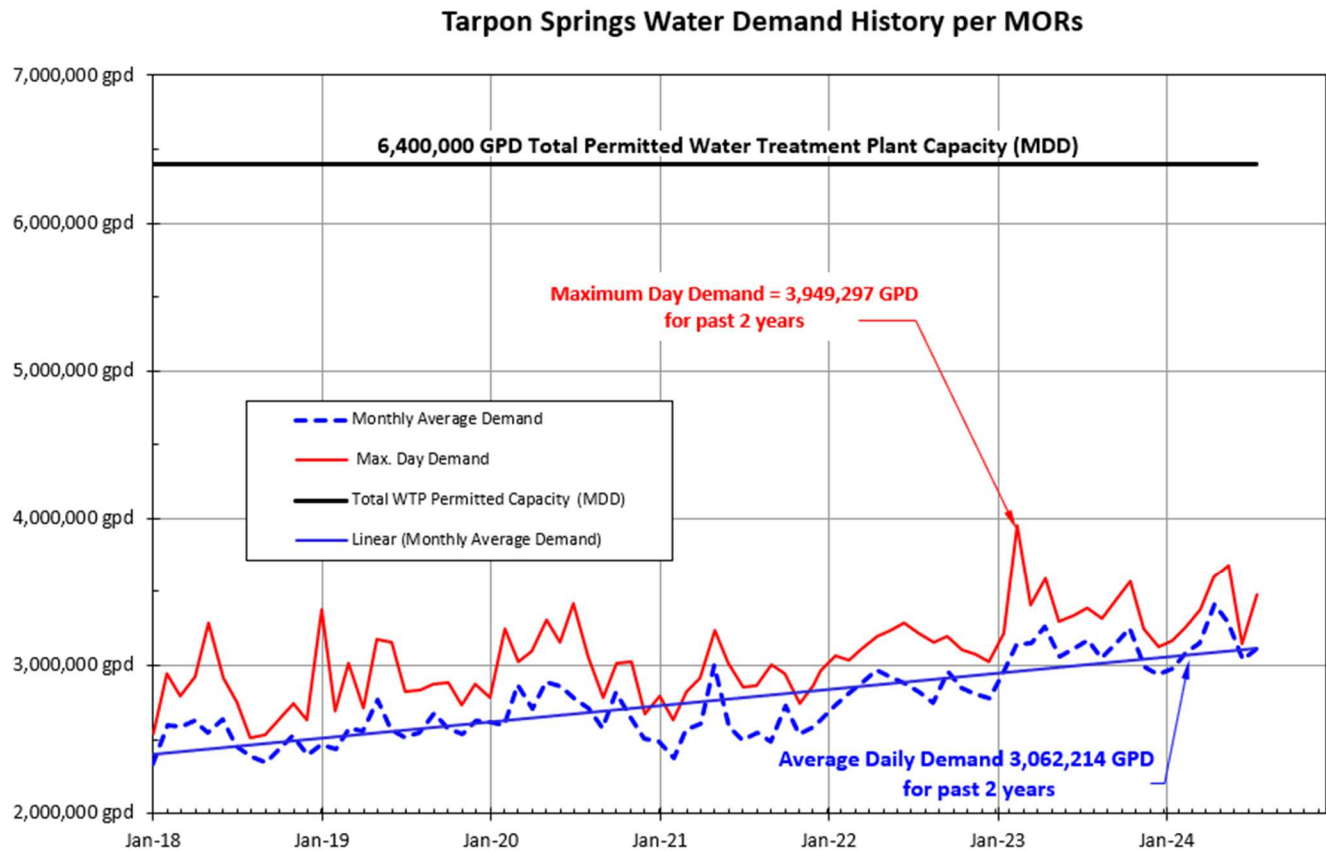


Figure 1 ~ Historic Water Demands
(GPD denotes Gallons per Day)

The amount of water used by the customers on the system is provided below, see Figure 1 for flow records:

City Population.....	25,117
(based on data.census.gov - 2020)	
Equivalent Residential Connections (ERC)	12,492
Average Daily Demand (ADD) for past 2 years	3,062,214 gpd (2,127 gpm)
Maximum Daily Demand (MDD) for past 2 years	3,949,297 gpd (2,743 gpm)
Total Permitted Plant Capacity (MDD).....	6,400,000 gpd (4,444 gpm)
Percentage of total water treatment plant capacity used	62%
Water used per Equivalent Residential Connection (ADD / ERC)	184 gpd

The City operates a reverse osmosis water treatment plant with raw water provided by 17 active RO groundwater wells. The City also has 6 inactive groundwater treatment plants. A minimum of 0.2 parts per million minimum chlorine residual is maintained throughout the distribution system to ensure water quality. The City has two concrete ground storage tanks to provide for storage and high service pump stations with VFDs for pressure and five inactive hydropneumatic tanks at each groundwater WTP. The maximum day water treatment demand has stayed below the total permitted capacity of 6,400,000 gpd for the past 2 years, utilizing 62% of the total plant capacity.

Existing Wastewater System Demand

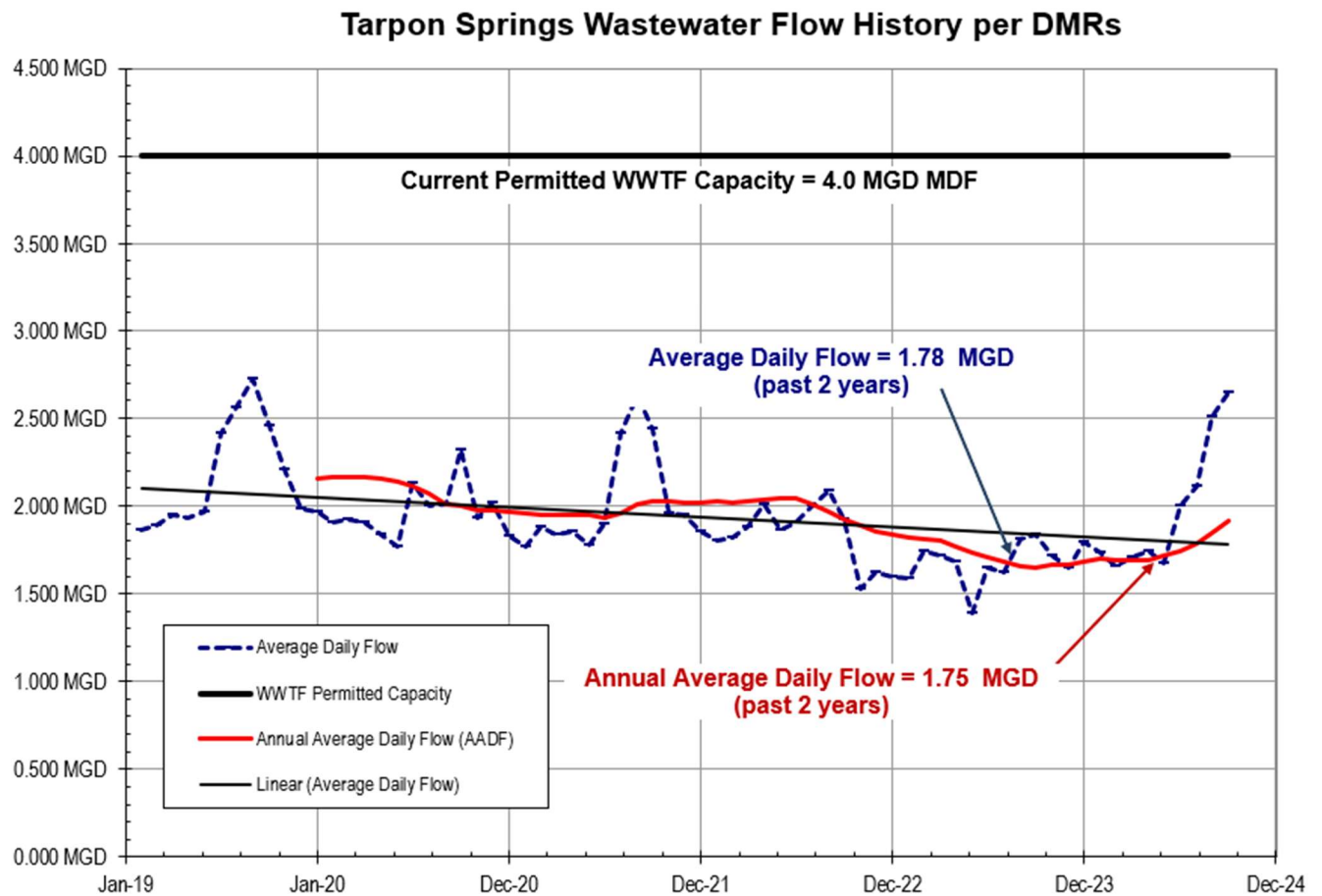


Figure 2 ~ Historic Wastewater Flows

(MGD denotes Million Gallons per Day)

The amount of wastewater used by the customers on the system is provided below, see Figure 2 for flow records:

City Population.....	25,117
(based on data.census.gov – 2020)	
Equivalent Residential Connections.....	10,909
Monthly Average Daily Flow per DMRs (for past 2 years)	1.780 MGD (1,236 gpm)
Permitted Plant Capacity (Monthly Average Day Flow)	4.0 MGD (2,778 gpm)
Percentage of wastewater treatment plant used.....	44 %

The City operated a 4.0 million gallon per day (mgd) annual average daily flow (AADF), Type I AWWTF, using the 5-stage Bardenpho Biological Nutrient Removal (BNR) process, consisting of the following components: an on-site influent quadplex pump station, a hydrogen peroxide odor control system, two mechanically cleaned bar screens, a manual rake bar screen and a secondary Fluidyne vortex grit removal system. Flow passes through a 36-inch Parshall flume/ultrasonic flow meter then to two fermentation tanks of 165,000 gallons each for a total capacity of 330,000 gallons, two primary anoxic tanks of 251,000 gallons each, providing a total volume of 502,000 gallons, two aeration basins of 574,000 gallons each for a total volume of 1,148,000 gallons, two secondary anoxic basins of 289,000 gallons each for a total volume of 578,000 gallons, one re-aeration basin of 75,000 gallons, two secondary clarifiers of 451,000 gallons each, providing a total volume of 902,000 gallons, and a total surface area of 10,053 square feet, two traveling bridge filters with automatic backwash capability of 1,728 square feet total surface area, a second flow measurement system using a 30-inch suppressed rectangular weir with sonic meter, an inline static mixer, a ground storage/effluent pumping station containing five vertical turbine pumps, and two chlorine contact tanks of 87,000 gallons total volume provide disinfection using liquid chlorination.

The annual average flows through the WWTP have remained well below the permitted capacity. The plant capacity was re-rated recently to 1.2 MGD based on increased effluent disposal capacity in the rapid infiltration basins. A records search in the FDEP database indicates the plant was originally constructed in 1986 with substantial maintenance project performed in 2000, 2007, 2010 and 2011.

Utilities are Capital Intensive.

The water supply and wastewater treatment industry are very capital intensive because almost every component of these systems requires fixed capital investments in long-term infrastructure. Water facilities include water supply, treatment, storage, distribution, and disposal of treatment residuals. Wastewater facilities include sewage collection, pumping (lift stations), transmission, treatment, disposal of treated effluent, and disposal of biosolids.

Funding Utilities.

Utilities typically operate for many years without fully recovering the initial construction costs. Loans and grants supported by rates are used to finance capital facilities. In addition to paying the debt obligation for existing facilities, rates support operation, maintenance, salaries, chemicals, power, vehicles, equipment, repair and replacement. Rates frequently cannot be structured to accommodate new or expanded facilities for new customers. Capacity Fees are used to assess new customers for capital construction costs and allow new customers to “buy-in” to the system. Capacity Fees bridge the funding gap needed to build the new facilities to provide service to new residents and businesses. Capacity Fees cannot be used for operation, maintenance, repair, replacement, or normal utility administrative costs. Capacity Fees should be held in a separate account from water/wastewater revenue and general funds. Finally, Capacity Fees must benefit the new users paying the Capacity Fees.

It is just too easy to neglect existing facilities and run them into the ground instead of being proactive in their repair and replacement. Problems with this approach are:

1. Cost for replacement is several times greater than for repair and maintenance;
2. Real cost of utility operation is hidden from the ratepayer and governing board;
3. Assets are not properly valued and preserved;
4. Improper stewardship of public assets;
5. Grants never cover all replacement costs; and
6. Diversion of public funds from more worthy uses.

FRWA Rough Order of Magnitude Capital Improvement Cost Projections.

Twenty years ago, conventional lime softening water treatment plants would cost about \$4 to \$6 per gallon to construct, today one would expect to spend approximately \$10 to \$15 per gallon to construct. Actual costs vary greatly by community, by region, and between design consultants. Plus, any estimate must include unique site-specific needs like new raw water wells, piping, land, instrumentation & controls, emergency power generation, or deep wells. The FRWA has developed cost estimating curves based on construction work in Florida for various types of water treatment techniques. These estimating curves have been used to prepare the rough order of magnitude costs for replacement shown herein.

Establishing the cost for new wastewater treatment capacity is equally difficult for wastewater treatment plants. Rough order of magnitude costs is included for wastewater plants, collection systems, lift stations, and force mains. Twenty years ago, an extended aeration secondary treatment plant would cost about \$3 to \$5 per gallon to construct, today you would expect to spend approximately \$20 to \$40 per gallon to construct. Actual costs vary greatly by regulated treatment requirements, by community, by region, and between design consultants. Recent final construction costs for advanced treatment wastewater plant and effluent reuse systems required by regulatory consent order for a Florida utility with much fewer wastewater connections than Tarpon Springs have been more than \$30/gallon. All costs included are the Engineer's opinion of probable costs based on professional judgement and reviewing a sample of recent bids submitted to the FDEP State Revolving Fund program.

Scheduling Presentation of Capacity Fees Study Findings and Recommendations.

We are happy to come to your next City Council meeting to explain our analysis and report. We anticipate that you will have questions to discuss and options to consider. The presentation is between 20 to 30-minutes in length, which would be followed by commission discussion. This activity typically takes about 60 to 90 minutes and can be held during a special workshop or a normal commission meeting. This is an informative meeting and decisions about Capacity Fees are usually taken at subsequent meetings. It is important that all commission members be in attendance since the adoption of Capacity Fees increases can produce public comment.

We have enjoyed serving you and wish your water and wastewater system the best. Please feel free to contact me if you have any further questions.

Sincerely,



Michael Chase, P.E.
Florida Rural Water Association



ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA AMENDING PORTIONS OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS; ADOPTING THE IMPACT FEES FOR WATER AND SEWER CONNECTIONS FOR FISCAL YEAR 2026 (EFFECTIVE JANUARY 1, 2026) AND PROVIDING FOR ANNUAL IMPACT FEE ADJUSTMENTS EACH FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ON OCTOBER 1 OF EACH YEAR THEREAFTER BASED ON INFLATION RATES FOR CONSTRUCTION.

WHEREAS, the City strives to balance customer affordability, the financial health of the water and sewer utility, and the need to manage growth; and

WHEREAS, impact fees (connection charges) are one-time charges assessed to new commercial and residential connections to reimburse utility systems for infrastructure required to supply water and connect, treat, and dispose of wastewater from these new commercial and residential connections; and

WHEREAS, the last approved impact fee adjustments were made in 2018; and

WHEREAS, impact fees have not been updated since prior to the Covid-19 pandemic and the subsequent acceleration in material costs and construction rates;

WHEREAS, construction costs have experienced higher inflation than historical trends, with the Federal Reserve Producer Price Index for Construction rising over 40% from 2019 to 2025; and

WHEREAS, the City of Tarpon Springs completed an updated review of water and sewer impact fees in 2025 to determine appropriate charges for new connections to ensure the utility is adequately compensated for infrastructure capacity to service new connections; and

WHEREAS, presently adopted water and sewer impact fees do not fully cover the cost of water and sewer infrastructure capacity for new development, resulting in increased costs to existing ratepayers; and

WHEREAS, the unprecedented inflation in construction costs, the current financial position of the water and sewer utility, and the infrastructure needs of the utility, makes the need to update impact fees an extraordinary circumstance; and

WHEREAS, the adoption of these updated impact fees will help to ensure that water and sewer infrastructure needs for new growth are more fully born by new development rather than existing ratepayers; and

WHEREAS, impact fees will be readjusted annually in subsequent years, in accordance with changes in the Engineering News Record – Construction Cost Index (ENR-CCI) average to safeguard that changes in construction costs for new development are not shifted onto existing ratepayers; and

WHEREAS, this ordinance will become effective on January 1, 2026 which is 90 days after the first reading of the ordinance; and

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

§ 20-1. - IMPACT FEES; DEPOSIT; DISPOSITION OF FUNDS; TRUST FUNDS ESTABLISHED.

(a) Impact fee imposed.

(1) There is hereby imposed an impact fee, based on the equitable pro rata cost of financing the extension of the city's water and sewer system, which shall be calculated according to the equivalent single-family residential unit responsible for creating the need for financing such system extension, as well as for compensating existing system users according to their pro rata capital investment in such systems. The obligation for payment of that fee shall occur at the time of issuance of the plumbing permit or building permit, whichever occurs first, and is in addition to all other rates, fees, and charges imposed herein. The impact fee shall be imposed on every structure, according to its respective total number of equivalent single-family residential units, new or existing, in areas served by the existing water or sewer system, as well as those structures, new or existing, that shall connect to future extensions of the water or sewer system.

(2) The impact fee shall be as follows for each single-family residential unit (ERU):

a. Water service impact fee, ~~\$2,253.00.~~ \$4,130.

1. Thereafter, the water service impact fee shall be increased or decreased annually, effective as of ~~the~~ October 1 of every year, by the percentage which the ENR-CCI for August of the then current year has increased or decreased over the ENR-CCI for August of the year preceding.

b. Sewer service impact fee, ~~\$1,570.00.~~ \$3,340.

1. The sewer service impact fee shall be increased or decreased annually, effective as of ~~the~~ October 1 of every year, by the percentage which the ENR-CCI for August of the then current year has increased or decreased over the ENR-CCI for August of the year preceding.



Public Services Department

Memorandum

Date: September 30, 2025
To: Honorable Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Ron Haring, Finance Director
Thomas Kiger, Public Services Director
Darryl Vaci, Water Division Manager
Subject: Impact Fee Study and Updates

Recommendation

Approve recommended updates to the Duke Energy wholesale water rate via adoption of Resolution 2025-59.

Background

The City of Tarpon Springs currently provides wholesale water services to the Duke Energy Anclote Power Station via a wholesale water rate. This agreement was established by a special contract signed with Progress Energy (now Duke) in 2012, prior to the construction of the City RO Water Plant. The City entered into this agreement as part of the development of the RO Plant project, as a special partnership with Duke Energy to provide the City access to its properties and power line easements for construction of water wells and other essential infrastructure for the RO Plant Project. This agreement was mutually beneficial, and directly contributed to the feasibility of the RO Plant project, and saved the City considerable costs for land acquisition and project construction costs. In exchange for land access for construction, the City established a wholesale rate agreement that Duke Energy would be provided wholesale water service at a rate per thousand gallons not greater than the City's cost to produce and deliver potable water, including any direct operating costs, interfund transfers, debt service and coverage requirements, and any renewal and replacement requirements.

The City last conducted a study to assess the unit production costs of water for this wholesale rate in 2017. Since then, operational costs have increased significantly, driven by increases in chemical and energy costs, post-COVID price inflation, increased capital construction costs, and operational changes at the RO Plant resulting from water quality trends. At the same time, the wholesale rate was also impacted by water rate decreases and rate freezes previously adopted by the BOC. The water rate decrease and freeze while operational costs continued to increase with inflation resulted in a separation between the cost to provide water and the cost being charged to Duke Energy.

To rectify this issue, staff contracted with Stantec to update the cost of water study previously conducted in 2017. This assessment included updates to operational costs based in recent budgets, changes in water supply operation, and updates to capital project costs. Based on this study, Stantec recommended that the Duke Energy wholesale rate be increased from \$5.3261 per thousand gallons to \$7.5222 per thousand gallons. This will help to ensure that Duke Energy pays a fair rate for wholesale water purchases while increasing utility revenue to support increased operational and capital costs.

Staff are also including in the resolution a term to help prevent the wholesale rate from becoming separated from actual production costs in the future. The resolution will annually increase the wholesale rate by the annual rate of increase of water rates, or 4.3%, whichever is greater. This will ensure that the wholesale rate will at least be increased by 4.3% (a projected future operational cost inflation factor) in the event of future BOC adjustments to rates that may not align with operational costs. Staff will continue to internally review operational costs and compare to the wholesale rate to prevent separation as well, and update the study on an as-needed basis. The one time cost for this study is approximately \$14,000, and the anticipated increase in revenue from this rate adjustment is approximately \$136,000. In the future, it is anticipated that annual studies will not be cost effective, but annual review and the annual adjustment per this resolution will maintain revenues.

Based the updated wholesale rate study and the rationale above, City staff recommend the approval of the Resolution 2025-59, updating the Duke Energy wholesale water rate.



February 28, 2025

Mr. Darryl Vaci
Water Division Manager
City of Tarpon Springs
1624 L&R Industrial Blvd.
Tarpon Springs, Florida 34689

Re: FY 2025 Cost of Water Analysis

Dear Mr. Vaci:

The City of Tarpon Springs, Florida (City), retained Stantec Consulting Services Inc. (Stantec) to conduct a detailed cost of water analysis with the objective of better understanding the level of cost recovery generated by the water rates charged for the provision of wholesale/bulk water service and then, if necessary, to recommend adjustments to the City's calculation of wholesale water rates. This technical memorandum presents an overview of the methodology employed and the results of this analysis.

BACKGROUND

The City has maintained a long-standing water supply agreement with Duke Energy that has spanned more than 40 years and provides for the purchase of potable water for its use in the generation of power at its Anclote Electric Generating Station in Pasco County. Pursuant to the water supply agreement, the cost of water delivered to the Anclote Electric Generating Station shall be billed monthly at a rate per thousand gallons not greater than the City's cost to produce and deliver potable water, including any direct operating costs, interfund transfers, debt service and coverage requirements, and any renewal and replacement requirements. Furthermore, the water supply agreement states this rate shall not be greater than any charge by the City to any of its other water customers.

Currently, the City charges Duke Energy a volumetric water rate of \$5.3261 per thousand gallons, or 43.2% of the City's effective water rate of \$12.3206 per thousand gallons.

Figure 1 – Current Rates

Current Wholesale/Bulk Water Rates:	\$ Rate / Kgal	% of Effective Rate
Duke Energy / Wholesale Water Rate ¹	\$ 5.3261	43.2%
FGUA / Wholesale Water Rate ¹	\$ 10.6846	86.7%
Tarpon Springs Effective Water Rate ²	\$ 12.3206	100.0%
Neighboring Utility Wholesale/Bulk Water Rates:		
Pinellas County Wholesale Water Rate	\$ 4.7415	
Pasco County Bulk Water Rate	\$ 4.8000	

¹ As provided by City staff.

² Based upon FY 2025 projected water system rate revenue and billed water volume, as forecast in City's most recent utility rate study.

METHODOLOGY

As stated, the fundamental objective of this analysis was to better understand the level of cost recovery generated by the water rates charged for the provision of wholesale/bulk water service and then, if necessary, to recommend adjustments to the City's calculation of wholesale water rates. We accomplished this through a multi-step approach:

1. Utilizing the City's Operating Budget and Capital Plan for FY 2025, determine the cost of providing potable water service by allocating test-year utility system revenue requirements across utility services, i.e., water, sewer, and/or reclaimed.

Specifically, test-year requirements were provided by cost center and consist of budgeted direct operating costs, minor capital outlays, interfund transfers, debt service and coverage, and capital requirements. Cost centers associated with the provision of potable water service, including 4302 Water Supply, 4303 Water Distribution, 4304 Meter Maintenance, 4305 Water Treatment, 4340 Water Debt Service (including 25% debt service coverage adder), and water-specific capital, were allocated 100% to water; whereas cost centers associated with the provision of sewer and reclaimed services were allocated not at all to water and effectively excluded from the remainder of the analysis. Cost centers associated with customer and collection services, including 0332 Utility Billing, 0333 Meter Readers, and 0903 Collection Center, were allocated based upon number of accounts by utility service as of August 2024, and those cost centers associated with utility administration, including 4001 Utility Administration and the Interfund Transfer, were allocated according to the full-time employee (FTE) headcount by utility service budgeted for FY 2025. All other cost centers not directly allocable to the provision of water, sewer, and/or reclaimed utility services, including 0306 IT GIS, 4002 Sustainability, 5001 Project Administration, and 8803 Miscellaneous, were indirectly allocated based upon the weighted average of all other directly assigned cost centers.

At the end of this technical memorandum, Figure 5 details the allocation of test-year requirements by cost center across water, sewer, and reclaimed utility services.

2. Upon isolating the City's test-year cost of water service, determine the cost of providing wholesale/bulk potable water service by allocating test-year water system revenue requirements across utility system functions, i.e., supply/treatment, transmission, customer/admin, and/or retail-specific.

Cost centers associated with the provision of potable water service, including 4302 Water Supply, 4303 Water Distribution, and 4305 Water Treatment, were allocated 100% to the related utility system function, while 4304 Meter Maintenance and 4340 Water Debt Service (including 25% debt service coverage adder) were allocated 100% to the retail-specific function, and water-specific capital (including only 1.8% of system-wide water transmission mains that connect the City's water treatment plant and Duke Energy's Anclote Electric Generating Station in Pasco County) was allocated across all utility system functions according to project descriptions. Cost centers associated with customer and collection services,

including 0332 Utility Billing, 0333 Meter Readers, and 0903 Collection Center, were allocated 100% to the customer/admin utility system function. Of the cost centers associated with utility administration, 4001 Utility Administration was allocated according to budgeted full-time employee (FTE) headcount across water utility system functions, and the Interfund Transfer was allocated 100% to the retail-specific utility function. All other revenue requirements allocated to the provision of water utility service but not directly allocated across utility system functions, including 0306 IT GIS, 4002 Sustainability, and 5001 Project Administration, were indirectly allocated based upon the weighted average of all other directly assigned cost centers.

At the end of this technical memorandum, Figure 5 details the allocation of test-year requirements by cost center across water utility system functions, including supply/treatment, transmission, customer/ admin, and retail-specific.

3. After isolating the City's test-year cost of water service across utility system functions, identify the "joint" revenue requirements necessary for the provision of potable water service to both the City's retail and wholesale/bulk water customers.

It is important to note that as a wholesale user, Duke Energy does not benefit from many of the requirements that retail customers do. Joint costs are those revenue requirements that are shared by all users of the water utility in proportion to their respective use of the system. Cost center 4302 Water Supply is an example of joint costs of the City's water system that benefit all customer classes, including retail and wholesale. Other non-joint revenue requirements are specific to certain customer classes, such as cost center 4304 Meter Maintenance, which only benefit the City's retail customers. Through consultation with City staff, it was determined that only direct operating expenses (all personnel and operating services) and capital improvements identified as jointly benefitting retail and wholesale customer classes would be included in the cost of providing wholesale water. As such, the joint costs identified herein include 100% of the allocated test-year revenue requirements associated with only the supply/treatment and transmission utility system functions. All other test-year revenue requirements were allocated 100% to the retail customer class.

RESULTS & CONCLUSIONS

Based upon the cost allocation methodology described, test-year utility system revenue requirements total approximately \$23.2M, of which approximately \$15.7M, or 67.7%, is due to the provision of potable water service. Of the total cost of water identified, approximately \$7.9M, or 50.0%, is for the joint benefit of both the retail and wholesale customer classes, and of this portion approximately \$7.3M, or 46.6% of the total cost of water, is specific to direct operating expenses (all personnel and operating services) and capital improvements.

Figure 2 – Allocated Test-Year Revenue Requirements

	Across Utility System Functions:				Test -Year Revenue Requirements	
	Supply / Treatment	Transmission	Customer / Admin	Retail - Specific		
System-Wide Cost of Water Service	\$ 5,774,905	\$ 1,566,611	\$ 534,303	\$ 7,863,579	\$ 15,739,399	100.0%
Retail-Specific Cost of Water Service	\$ -	\$ -	\$ 534,303	\$ 7,863,579	\$ 8,397,882	53.4%
Joint Cost of Water Service	\$ 5,774,905	\$ 1,566,611	\$ -	\$ -	\$ 7,341,517	46.6%

After determining the joint test-year revenue requirements necessary for the provision of potable water service to both the City’s retail and wholesale/bulk water customers, the effective rate per thousand gallons of billed water demand was calculated utilizing the City’s most recent utility rate study (2023) as the basis for FY 2025 projected net billed water demands. Therefore, assuming test-year net billed water demand of 975,980 thousand gallons, the effective cost of providing the supply/treatment function of potable water service is \$5.9170 per thousand gallons, while the effective cost of providing the transmission function is \$1.6052 per thousand gallons, for a total effective cost of \$7.5222 per thousand gallons.

Figure 3 – Calculated Cost of Wholesale/Bulk Water Service

	Supply / Treatment	Transmission	Test -Year Revenue Requirements	
Joint Cost of Water Service	\$ 5,774,905	\$ 1,566,611	\$ 7,341,517	46.6%
Cost of Wholesale/Bulk Water Service:				
Eligible Cost %	100%	100%		
Eligible Revenue Requirement	\$ 5,774,905	\$ 1,566,611		
FY 2025 Proj Net Billed Water Demand (Kgal) ¹	975,980	975,980		
Wholesale/Bulk Volumetric Rate per Kgal	\$ 5.9170	\$ 1.6052	\$ 7.5222	/ Kgal

¹ Net billed water volume (retail and wholesale), as forecast in City's most recent utility rate study.

Now, recall that the City’s water supply agreement with Duke Energy requires that the cost of water delivered to the Anclote Electric Generating Station shall be billed monthly at a rate per thousand gallons not greater than the City’s cost to produce and deliver potable water and that this rate shall not be greater than any charge by the City to any of its other water customers. As such, it is important to also calculate the City’s effective volumetric retail water rate per thousand gallons to ensure it is not less than the effective cost of wholesale/bulk water service. Per the City’s most recent utility rate study, FY 2025 projected net water rate revenue, including both retail and wholesale customer class revenues, is approximately \$12.0M, and assuming test-year net billed water demand of 975,980 thousand gallons, the FY 2025 projected effective volumetric retail water rate is \$12.3206 per thousand gallons.

In conclusion, based upon the results of the analysis described herein, the wholesale/bulk water rate the City charges Duke Energy should increase from \$5.3261 per thousand gallons, or 43.2% of the City’s effective volumetric retail water rate of \$12.3206 per

thousand gallons, to \$7.5222 per thousand gallons, or 61.1% of the City's effective volumetric retail water rate.

Figure 4 – Calculated Cost of Wholesale/Bulk Water Service vs. Current Rates

	\$ Rate / Kgal	% of Effective Rate
Calculated Cost of Wholesale/Bulk Water Service:	\$ 7.5222	61.1%
Current Wholesale/Bulk Water Rates:		
Duke Energy / Wholesale Water Rate ¹	\$ 5.3261	43.2%
FGUA / Wholesale Water Rate ¹	\$ 10.6846	86.7%
Tarpon Springs Effective Water Rate ²	\$ 12.3206	100.0%
Neighboring Utility Wholesale/Bulk Water Rates:		
Pinellas County Wholesale Water Rate	\$ 4.7415	
Pasco County Bulk Water Rate	\$ 4.8000	

¹ As provided by City staff.

² Based upon FY 2025 projected water system rate revenue and billed water volume, as forecast in City's most recent utility rate study.

We appreciate the fine assistance provided by all members of City staff who participated in this analysis. If you or others at the City have any questions, please do not hesitate to reach out.

Thank you & Sincerely,



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Figure 5 – Detailed Allocation of Test-Year Revenue Requirements

		ACROSS UTILITY SYSTEM				ACROSS WATER UTILITY SYSTEM FUNCTIONS					WATER SYSTEM ALLOCATION OF COSTS				
EXPENDITURE CATEGORIES		FY 2025 BUDGET	ALLOCATION BASIS	WATER	SEWER	RECLAIMED	ALLOCATION BASIS	SUPPLY / TREATMENT	TRANS-MISSION	CUSTOMER / ADMIN	RETAIL-SPECIFIC	SUPPLY / TREATMENT	TRANS-MISSION	CUSTOMER / ADMIN	RETAIL-SPECIFIC
0306 IT GIS		\$ 286,874	INDIRECT	67.7%	31.9%	0.4%	INDIRECT	36.7%	10.0%	3.4%	50.0%	\$ 71,292	\$ 19,340	\$ 6,596	\$ 97,077
0332 ADMINISTRATIVE SERVICES / UTILITY BILLING		\$ 241,968	ACCOUNTS	50.3%	43.5%	6.2%	CUST/ADMIN	0.0%	0.0%	100.0%	0.0%	\$ -	\$ -	\$ 121,779	\$ -
0333 ADMINISTRATIVE SERVICES / METER READERS		\$ 320,604	ACCOUNTS	50.3%	43.5%	6.2%	CUST/ADMIN	0.0%	0.0%	100.0%	0.0%	\$ -	\$ -	\$ 161,355	\$ -
0903 CITY CLERK / COLLECTION CENTER		\$ 404,832	ACCOUNTS	50.3%	43.5%	6.2%	CUST/ADMIN	0.0%	0.0%	100.0%	0.0%	\$ -	\$ -	\$ 203,745	\$ -
4001 UTILITY / UTILITY ADMINISTRATION		\$ 412,893	FTEs	54.9%	44.2%	0.9%	FTEs	42.0%	27.0%	12.3%	18.6%	\$ 95,314	\$ 61,234	\$ 27,998	\$ 42,257
4002 SUSTAINABILITY		\$ 115,626	INDIRECT	67.7%	31.9%	0.4%	INDIRECT	36.7%	10.0%	3.4%	50.0%	\$ 28,735	\$ 7,795	\$ 2,659	\$ 39,127
4302 WATER / WATER SUPPLY / WELL SYSTEMS		\$ 92,072	WATER	100.0%	0.0%	0.0%	SUPPLY	100.0%	0.0%	0.0%	0.0%	\$ 92,072	\$ -	\$ -	\$ -
4303 WATER / WATER DISTRIBUTION		\$ 1,403,014	WATER	100.0%	0.0%	0.0%	TRANSMISSION	0.0%	100.0%	0.0%	0.0%	\$ -	\$ 1,403,014	\$ -	\$ -
4304 WATER / METER REPAIR / MAINTENANCE		\$ 381,603	WATER	100.0%	0.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 381,603
4305 WATER TREATMENT PLANT		\$ 4,271,432	WATER	100.0%	0.0%	0.0%	TREATMENT	100.0%	0.0%	0.0%	0.0%	\$ 4,271,432	\$ -	\$ -	\$ -
4602 SEWER / SEWAGE COLLECTION		\$ 940,446	SEWER	0.0%	100.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ -
4603 SEWER / SEWAGE TREATMENT		\$ 3,411,172	SEWER	0.0%	100.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ -
4604 SEWER / SEWAGE LIFT STATIONS		\$ 802,074	SEWER	0.0%	100.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ -
5001 PROJECT ADMINISTRATION		\$ 442,375	INDIRECT	67.7%	31.9%	0.4%	INDIRECT	36.7%	10.0%	3.4%	50.0%	\$ 109,936	\$ 29,823	\$ 10,171	\$ 149,698
8803 MISCELLANEOUS / W/S NON-DEPARTMENTAL		\$ 1,443,440	INDIRECT	67.7%	31.9%	0.4%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 977,667
Minor Capital Outlays		\$ 126,500	SEWER	0.0%	100.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ -
INTERFUND TRANSFER		\$ 1,804,432	FTEs	54.9%	44.2%	0.9%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 991,181
SENIOR LIEN DEBT SERVICE		\$ 2,043,300	WATER	100.0%	0.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 2,043,300
SENIOR LIEN DEBT SERVICE COVERAGE		\$ 510,825	WATER	100.0%	0.0%	0.0%	N/A	0.0%	0.0%	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 510,825
Water CIP (FY25)		\$ 3,782,375	WATER	100.0%	0.0%	0.0%	FY25 CIP	29.2%	1.2%	0.0%	69.6%	\$ 1,106,125	\$ 45,405	\$ -	\$ 2,630,845
TOTAL EXPENDITURES		\$ 23,237,857		\$ 15,739,399	\$ 7,410,479	\$ 87,979						\$ 5,774,905	\$ 1,566,611	\$ 534,303	\$ 7,863,579
RESULTING ALLOCATION %				67.7%	31.9%	0.4%						36.7%	10.0%	3.4%	50.0%

ACROSS UTILITY SYSTEM:

ALLOCATION BASIS	WATER	SEWER	RECLAIMED
WATER	100.0%	0.0%	0.0%
SEWER	0.0%	100.0%	0.0%
REUSE	0.0%	0.0%	100.0%
ACCOUNTS ¹	50.3%	43.5%	6.2%
FTEs ²	54.9%	44.2%	0.9%
50%/50%	50.0%	50.0%	0.0%
INDIRECT ³	67.7%	31.9%	0.4%
N/A ⁴	0.0%	0.0%	0.0%

¹ Based upon number of accounts by utility service as of August 2024.

² Based upon full-time employee (FTE) headcount by utility service budgeted for FY 2025.

³ Based upon the weighted average of all other directly assigned cost centers.

⁴ Excluded from analysis.

ACROSS UTILITY SYSTEM FUNCTION:

ALLOCATION BASIS	SUPPLY / TREATMENT	TRANS- MISSION	CUSTOMER / ADMIN	RETAIL - SPECIFIC
SUPPLY	100.0%	0.0%	0.0%	0.0%
TREATMENT	100.0%	0.0%	0.0%	0.0%
TRANSMISSION	0.0%	100.0%	0.0%	0.0%
CUST/ADMIN	0.0%	0.0%	100.0%	0.0%
FTEs ¹	42.0%	27.0%	12.3%	18.6%
N/A ²	0.0%	0.0%	0.0%	100.0%
INDIRECT ³	36.7%	10.0%	3.4%	50.0%
FY25 CIP ⁴	29.2%	1.2%	0.0%	69.6%
Miles of Pipe ⁵	0.0%	1.8%	0.0%	98.2%

¹ Based upon full-time employee (FTE) headcount by utility service budgeted for FY 2025.

² Allocated 100% to the retail-specific utility system function.

³ Based upon the weighted average of all other directly assigned cost centers.

⁴ Transmission CIP includes only 1.8% of system-wide water transmission mains that connect the City's water treatment plant and Duke Energy's Anclote Electric Generating Station in Pasco County.

⁵ Based upon 3.31 miles of transmission mains that connect the City's water treatment plant and Duke Energy's Anclote Electric Generating Station in Pasco County out of 182.6 miles of system-wide transmission mains.

Resolution NO. 2025-59

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA ESTABLISHING WHOLESALE WATER CHARGES TO DUKE ENERGY FOR SERVICE TO THEIR ANCLOTE ELECTRIC GENERATING STATION IN PASCO COUNTY, EFFECTIVE NOVEMBER 1, 2025

WHEREAS, the water and sewer utility operates as an enterprise fund within the City that relies upon revenue from user fees to fund water operations and infrastructure; and

WHEREAS, the City entered into a Water Supply Agreement with Progress Energy Florida, Inc., now operating as Duke Energy, on June 5, 2012; and

WHEREAS, the aforementioned agreement is intended to secure a long-term supply of potable water to operate the Anclothe Electric Generating Station in Pasco County at a mutually agreed compensation, providing benefit to both parties; and

WHEREAS, the aforementioned agreement recognized Duke Energy as a key partner in developing the City's RO Water Treatment Plant via grants of easements for the construction of critical City infrastructure including water wells and pipelines; and

WHEREAS, Duke Energy's partnership in providing access for water wells and pipeline construction resulted in considerable cost savings to the City for land acquisition and other construction costs, as well as contributing to the overall feasibility of the project; and

WHEREAS, the aforementioned agreement specifies that Duke Energy will pay the City a charge not greater than the Actual Cost to produce and deliver the potable water; and

WHEREAS, the Actual Cost as specified in the Water Supply Agreement is defined as the sum of direct operating costs (salaries, chemicals, power, purchased water, etc.) together with operating reserves, bond payment and coverage and repair and replacement costs and all other actual costs, applicable to the general potable water system of the City; and

WHEREAS, the City commissioned a study in 2025 to determine the Actual Cost of water as outlined in the Water Supply Agreement entered into with Progress Energy Florida, now operating as Duke Energy; and

WHEREAS, operational costs have risen at an unprecedented rate since the last study to determine the Actual Cost of water was performed in 2017, and industry-side costs associated with utility operation have outpaced general inflation and historical trends; now, therefore:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The Duke Energy wholesale water rate shall be as follows:

- (a) Effective November 1, 2025, the wholesale water rate for all wholesale connections serving the Duke Energy Anclothe Electric Generating Station and related facilities shall be \$7.5222 per 1000 gallons.
- (b) This rate shall be increased annually by 4.3% or the annual percentage increase to water utility rates adopted by the Tarpon Springs Board or Commissioners for the City fiscal year, whichever is greater. The first annual increase shall be effective October 1, 2026, and shall be updated annually on October 1.



Project Administration Department

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

Memorandum

Date: September 30, 2025

To: Mayor, Board of Commissioners, and City Manager

Through: Bob Robertson, Project Administration Department Director

From: P.J. Harbert, Grant Project Specialist

Subject: Resolution 2025-60, Support of Application to the State of Florida State FY2027 Appropriations Funding

Recommendation

A decision by the Board of Commissioners through Resolution 2025-60 is requested for support of an application to the State of Florida Senate and House of Representatives for FY2027 State Appropriation Funding.

Summary

The City of Tarpon Springs is requesting funding for two (2) stormwater improvement projects and one (1) water main renewal project. The City is applying for funding through the State of Florida State Appropriations Funding in the amount of \$2,484,027 with a 1:1 match of \$2,484,027. This resolution demonstrates support from the City of Tarpon Springs to apply for this funding through the State of Florida.

Resolution 2025-60 is attached.

RESOLUTION No. 2025-60

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, SUPPORTING THE LEGISLATIVE APPROPRIATION REQUEST APPLICATION OF THE PROJECT ADMINISTRATION DEPARTMENT TO THE STATE OF FLORIDA FOR TWO (2) STORMWATER IMPROVEMENT PROJECTS AND ONE (1) WATER MAIN RENEWAL PROJECT TO RESOLVE FLOODING ISSUES, MITIGATE STORM SURGE IMPACTS, AND REPLACE AGING GALVANIZED WATER MAINS IN THE HISTORICAL AREA OF TARPON SPRINGS.

WHEREAS, coastal areas are vulnerable to hurricanes, storm surge, sea-level rise, and rainfall flooding, exposing critical infrastructure and City streets 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, stormwater improvements will reduce the impact of flooding due to extreme high tides, rain events, and storm surge; and

WHEREAS, replacement of aging galvanized drinking water mains will improve water quality and leakage issues.

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 application to the State of Florida to seek funding for two (2) stormwater improvement projects and one (1) water main renewal project within the City.

Section 2. This resolution shall become effective immediately.



Memorandum

Date: September 30, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Application 25-55;** Annexation, Future Land Use Map amendment, and Rezoning of property located at 630 July Drive; **(Quasi-Judicial, Legislative, 1st Readings)(Renea Vincent, Planning Director) (15 Minutes)**

Recommendation

Staff has determined that the intent of the Land Development Code (LDC) criteria, particularly Section 208.00(G) is met. Although the detached garage on the property does not comply with the current City LDC standards with respect to the minimum rear yard setback, staff has determined that this will not create an “undue burden” or hardship with respect to City resources. Staff recommends approval of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).

Background

The applicant is requesting annexation of approximately 0.610 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban), and, a rezoning from Pinellas County R-4 (One, Two and Three Family Residential) to City of Tarpon Springs R-70 (One and Two Family Residential).



Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).

Funding

N/A

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[SEPTEMBER 15, 2025 / SEPTEMBER 30, 2025, OCTOBER 28, 2025]

STAFF REPORT – SEPTEMBER 8, 2025

Application No. / Project Title: #25-55 / Barbieri Annexation

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Kathleen Barbieri / Terrence A. Cassidy

Property Size: 0.610 acres

Current Zoning: Pinellas County – RU (Residential Urban)

Proposed Zoning: Tarpon Springs – RU (Residential Urban)

Current Future Land Use: Pinellas County – R-4 (One, Two and Three Family Residential)

Proposed Future Land Use: Tarpon Springs – R-70 (One and Two Family Residential)

Location / Parcel ID: 630 July Drive, approximately 170 feet west of Dixie Highway,
Parcel Number: 06-27-16-39528-006-0070

Ordinances: Ordinance No. 2025-12 Annexation
Ordinance No. 2025-13 Future Land Use Map Amendment
Ordinance No. 2025-14 Zoning Atlas Amendment

BACKGROUND SUMMARY:

The applicant is requesting annexation of approximately 0.610 acres of property in conjunction with a proposed Future Land Use Map (FLUM) amendment from Pinellas County RU (Residential Urban) to City of Tarpon Springs RU (Residential Urban), and, a rezoning from Pinellas County R-4 (One, Two and Three Family Residential) to City of Tarpon Springs R-70 (One and Two Family Residential). The basis of the applicant's annexation request is discussed below.

PRELIMINARY STAFF RECOMMENDATION:

Staff has determined that the intent of the Land Development Code (LDC) criteria, particularly Section 208.00(G) is met. Although the detached garage on the property does not comply with the current City LDC standards with respect to the minimum rear yard setback, staff has determined that this will not create an "undue burden" or hardship with respect to City resources. Staff recommends **approval** of the following:

1. **Ordinance 2025-12** (quasi-judicial) to annex approximately 0.610 acres into the City of Tarpon Springs municipal boundary,
2. **Ordinance 2025-13** (legislative) to amend the Future Land Use Map (FLUM) from Pinellas County land use designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and,
3. **Ordinance 2025-14** (quasi-judicial) to amend the Official Zoning Atlas from Pinellas County zoning district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs zoning district R-70 (One and Two Family Residential).



CURRENT PROPERTY INFORMATION:

Use of Property:	Two-family residential
Site Features:	Developed with a duplex residence and a detached garage
Vehicle Access:	The parcel is accessed from July Drive.
Flood Zone:	The property is not in a flood zone and is not in the Coastal High Hazard Area.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	Pinellas County R-4 (One, Two and Three Family Residential)	Pinellas County RU (Residential Urban)
South:	Tarpon Springs R-70 (One and Two Family Residential)	Tarpon Springs RU (Residential Urban)
East:	Pinellas County R-4 (One, Two and Three Family Residential)	Pinellas County RU (Residential Urban)
West:	-Pinellas County R-4 (One, Two and Three Family Residential) -Tarpon Springs R-70 (One and Two Family Residential)	-Pinellas County RU (Residential Urban) -Tarpon Springs 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 has requested annexation of property located at 630 July Drive. The property is currently developed with a two-family (duplex) residential structure and a detached garage. The applicant has expressed a desire to reconfigure the lot lines, once annexed, to place the detached garage on the property to the south located at 611 Beckett Way. Although the parcel reconfiguration appears to be the basis for the applicant's request, it is not under review as part of the current application.
2. Pinellas County is reporting no active code enforcement cases associated with the property to be annexed.
3. The property was built in 1986. The property size and dimensions are compliant with the standards for a two-family dwelling in the R-70 zoning district found in Section 25.03 of the Land Development Code. The applicant has provided a survey of the property. The minimum yard standards of both the current County zoning district and the proposed City zoning district are met with the exception of the rear yard setback of the detached garage. That structure is therefore a legal nonconforming structure in Pinellas County jurisdiction and would continue as such in the City's jurisdiction.

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 south side 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 service to this property. The City has the capacity to serve the property with both water and sewer service. Sewer service infrastructure is not in place on July Drive and would have to be extended by the property owner to receive service in the future. The property is currently served with an on-site sewage disposal system.
- The parcel frontage and access is via July Drive which is an existing roadway 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 this property.
- The property is developed with a duplex and is exempt from stormwater handling requirements.
- 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: A search of Pinellas County records using the property address and the property parcel number revealed no active/open code enforcement cases on file for the subject property.

The property was built in 1986. The property size and dimensions are compliant with the standards for a two-family dwelling found in Section 25.03 of the Land Development Code (R-70 zoning district standards). The survey of the property provided by the applicant shows that the rear yard setback of the detached garage is approximately nine (9) feet which does not conform with the minimum rear yard setback requirements of both the County and the City. Pinellas County requires a 10-foot rear yard setback (R-4 zoning district standard), and the City requires a 20-foot rear yard setback (R-70 zoning district standard). If annexed into the City the detached garage would therefore continue as a legal nonconforming structure in the City's jurisdiction. This condition is not expected to place any level of burden on City facilities or operations.

- 5. Whether the property in question is consistent with the City's Comprehensive Plan.**

Staff Analysis: The applicant has requested a Future Land Use Map (FLUM) amendment to the Residential Urban (RU) category. This is consistent with the Comprehensive Plan Place-Based Area Map depiction of the area as Neighborhood Suburban. Neighborhood Suburban is characterized as "established suburban neighborhoods with limited infill opportunities. These areas may have historically developed at lower than allowable density as designated by the Future Land Use Map. Opportunities for new housing include accessory dwelling units and evolution of single family homes to 1, 2, 3, and 4 family units and context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units" (Policy FLU 2.1.2). This property is located in an area of older original plats of relatively small lots that have been combined and reconfigured to create larger parcels with a variety of housing types. Properties surrounding the subject property include a triplex and a duplex to the west, a duplex to the east, single family and duplex residences to the south and single family residences to the north. This is an existing area of stable mixed housing in a setting of established neighborhoods with mature landscaping and neatly-kept properties. This annexation is consistent with the City's vision of a Neighborhood Suburban character for this area.

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 Urban (current) FLUM category, and the City's Residential Urban (proposed) FLUM category. The uses are largely similar. The current allowable density (7.5 dwelling units per acre), floor area ratio (0.40) and impervious surface ratio (0.65) would remain unchanged. The Residential Urban FLUM designation also carries out the City's vision of "Neighborhood Suburban" as depicted on the Place-Based Area Map of the



Comprehensive Plan. The Housing Element's intent of meeting expected housing needs by promoting growth of infill development (especially outside the Coastal High Hazard Area per Policy CM 3.4.1), and, providing for a variety of housing types (Policy H 1.1.6) are also implemented with this annexation.

The FLUM amendment to the Residential Urban category is found to be consistent with the 2045 Comprehensive Plan and with state law.

Comprehensive Plan: The standards for the Pinellas County Residential Urban (RU) and pending City Residential Urban RU) FLUM categories are compared below:

	Current FLU: Pinellas County – Residential Urban (RU)	Proposed FLU: Tarpon Springs – Residential Urban (RU)
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 an urban low-density residential manner, and to recognize such areas as primarily well-suited for residential uses that are consistent with the urban qualities and natural resource characteristics of such areas.	Intended to depict areas that are now developed, or appropriate to be developed, in a moderate density residential manner; and to recognize such areas as primarily well-suited for a mix of single-family residential and context-sensitive infill development of two, three, and four-family dwellings.
PRIMARY USES:	Residential	<u>Permitted Uses:</u> Residential, Residential equivalent, Public/Semi-public, Community gardens
SECONDARY USES:	Residential equivalent, Institutional, Office, Personal service/Office support, Retail commercial, Live/Work, Transportation utility, Ancillary nonresidential, Recreation/Open space	<u>Subject to Acreage Limits:</u> Ancillary non-residential, Transportation/Utility, Public/Semi-public (not including public education facilities)
MAX. DENSITY:	7.5 dwelling units / acre	7.5 dwelling units / acre
MAX. FLOOR AREA RATIO (Non-Residential):	0.40	0.40
MAX. IMPERVIOUS SURFACE (Non-Residential):	0.65	0.65



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 RU (Residential Urban) category. The proposed R-70 (One and Two Family Residential) zoning district is consistent with this category. It is also consistent with the goals, objectives and policies of the 2045 Comprehensive Plan, as described above under the Comprehensive Plan Amendment review standards.

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 Pinellas County R-4 zoning district and the City of Tarpon Springs R-70 zoning district. Many of the permitted and conditional uses listed under both County and City zoning districts are not practical for this property due to its size and location. The property is already developed with a duplex. Any proposed conditional use would need approval by the Board of Commissioners and must show compatibility with the surrounding area. Overall, the scope of potential uses would be significantly reduced with the change from County zoning to City zoning, and the primary focus on residential uses is fundamentally compatible and appropriate with the established residential neighborhood in which this property is situated.

Rezoning: The standards for the Pinellas R-4 (One, Two and Three Family Residential) and pending City R-70 (One and Two Family Residential) zoning districts are compared below:

	Current Zoning: Pinellas County – R-4 (One, Two and Three Family Residential)	Proposed Zoning: City – R-70 (One and Two Family Residential)
Permitted/Conditional Uses:	affordable housing development, assisted living facility, community residential home, live/work dwelling, single family dwellings (attached, detached, zero lot line), two-family and three-family dwellings, mobile home park, manufactured home, bed and	<u>Permitted:</u> community assembly, emergency service facilities, family care homes, public parks and recreation facilities, schools of general education, single family detached dwellings, two family dwellings <u>Conditional:</u> community residential

continued



	Current Zoning: Pinellas County – R-4 (One, Two and Three Family Residential)	Proposed Zoning: City – R-70 (One and Two Family Residential)
	breakfast, short-term vacation rentals, community service or fraternal club, golf course, natural resources/wildlife management, parks and recreation areas, cemetery, day care facility, environmental education facility, government building, library, meeting hall, schools (pre-K through grade 12), shelter housing, mass transit center, surface parking, parking structure, wireless communication facility, utilities, community gardens, excavation pits, land filling	homes, congregate care facilities, day care centers, day care homes, family care homes, home occupations, light utility service, schools of special education, two family dwellings, single family semi-detached dwellings
Max. Density	7.5 dwelling units per acre	7.5 dwelling units per acre
Max. Non-Residential Floor Area	0.40	0.40
Max. Impervious Surface Ratio	0.65	0.65
Lot Standards:		
Min. Lot Area	5,000 square feet (single family) 7,500 (2 & 3 family)	7,000 square feet (single family) 10,000 square feet (two family)
Min. Lot Width	50 feet (single family) 75 feet (2 & 3 family)	60 feet
Min. Lot Depth	80 feet	80 feet
Max. Height	35 feet	35 feet
Setbacks:		
Front Yard	20 feet	25 feet
Side Yard	6 feet	7.5 feet
Side Street	10 feet	15 feet
Rear Yard	10 feet	20 feet



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 this property would expand the City's infill housing in an established, stable neighborhood already developed with a mix of housing types. The annexation would provide for efficient and orderly growth.

The property has the following public facilities service characteristics:

- The City provides potable water service to this property. The City has the capacity to serve the property with both water and sewer service. Sewer service infrastructure is not in place on July Drive and would have to be extended by the property owner to receive service in the future. The property is currently served with an on-site sewage disposal system.
- The parcel frontage and access is via July Drive which is an existing roadway 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 this property.
- The property is developed with a duplex and is exempt from stormwater handling requirements.
- The property is already located within the Tarpon Springs Fire District. The City has the ability to provide law enforcement services for this property.

The City is already providing some services and can provide full service to this parcel without significant financial impacts.

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 to serve the property with all public facilities. The proposed annexation of this existing developed parcel 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 August 8, 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.

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 80 property owners received post cards. Staff has not received any responses to these notices.

ATTACHMENTS:

1. Slide Presentation
2. Application
3. Survey
4. Technical Review Committee comments
5. Draft Ordinances 2025-12, 2025-13 and 2025-14
6. Legal Public Notice

BARBIERE ANNEXATION #25-55

Planning & Zoning Board – September 15, 2025

Board of Commissioners – September 30, 2025 and October 28, 2025



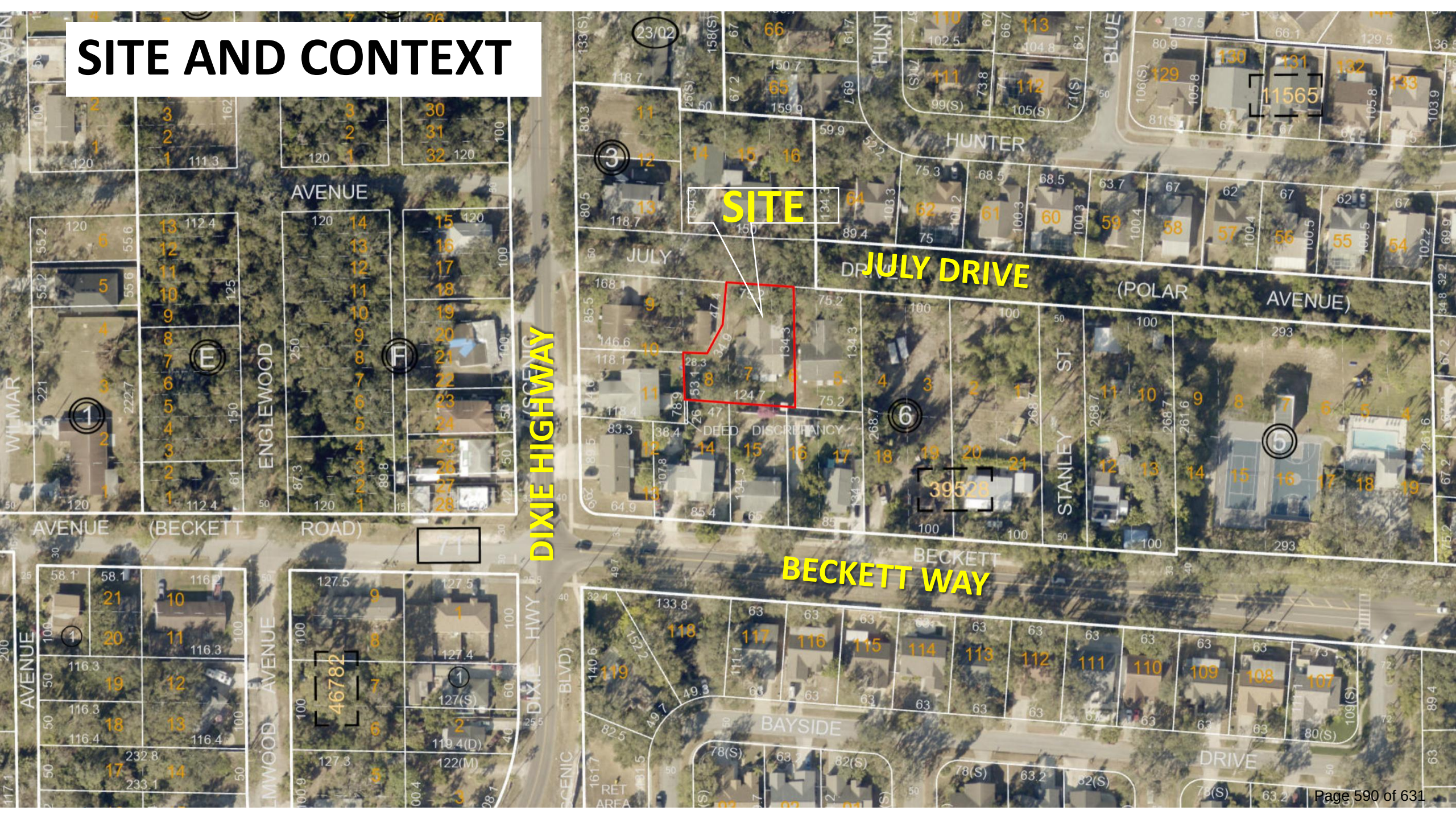


SUMMARY OF REQUESTS

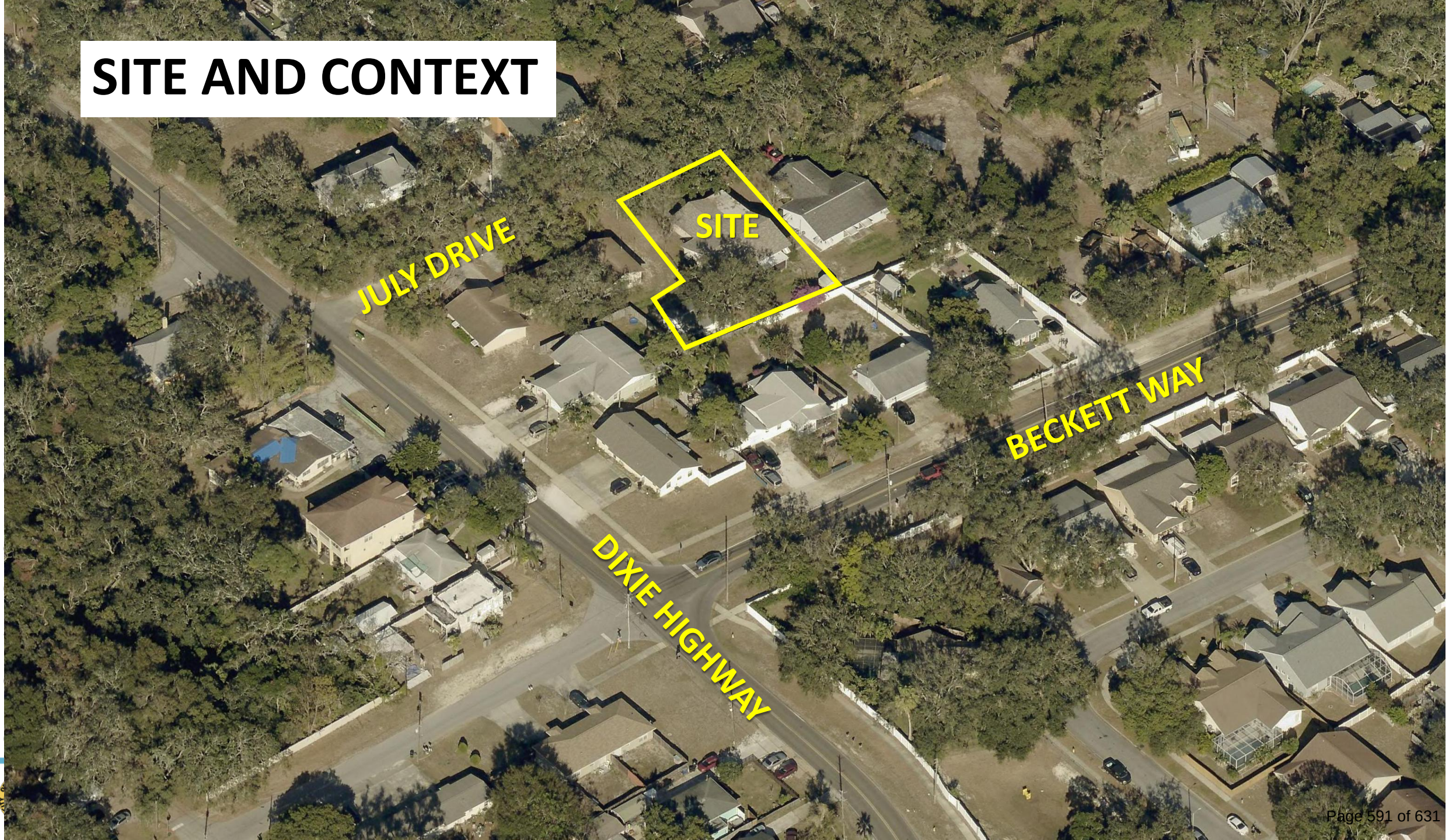
#25-55 – 630 July Drive, approximately 170 feet west of Dixie Highway

1. **Annex** – Ordinance 2025-12
 - 0.610 acres into City of Tarpon Springs
 2. **Future Land Use Map Amendment (FLUM)** – Ordinance 2025-13
 - Current: RU (Pinellas County – Residential Urban)
 - Proposed: RU (City of Tarpon Springs – Residential Urban)
 3. **Rezoning** – Ordinance 2025-14
 - Current: Pinellas County – R-4 (One, Two and Three Family Residential)
 - Proposed: Tarpon Springs – R-70 (One and Two Family Residential)
- **Applicant / Owner**: Kathleen Barbieri / Terrence A. Cassidy
 - **Current Use**: Two-family dwelling with detached garage

SITE AND CONTEXT

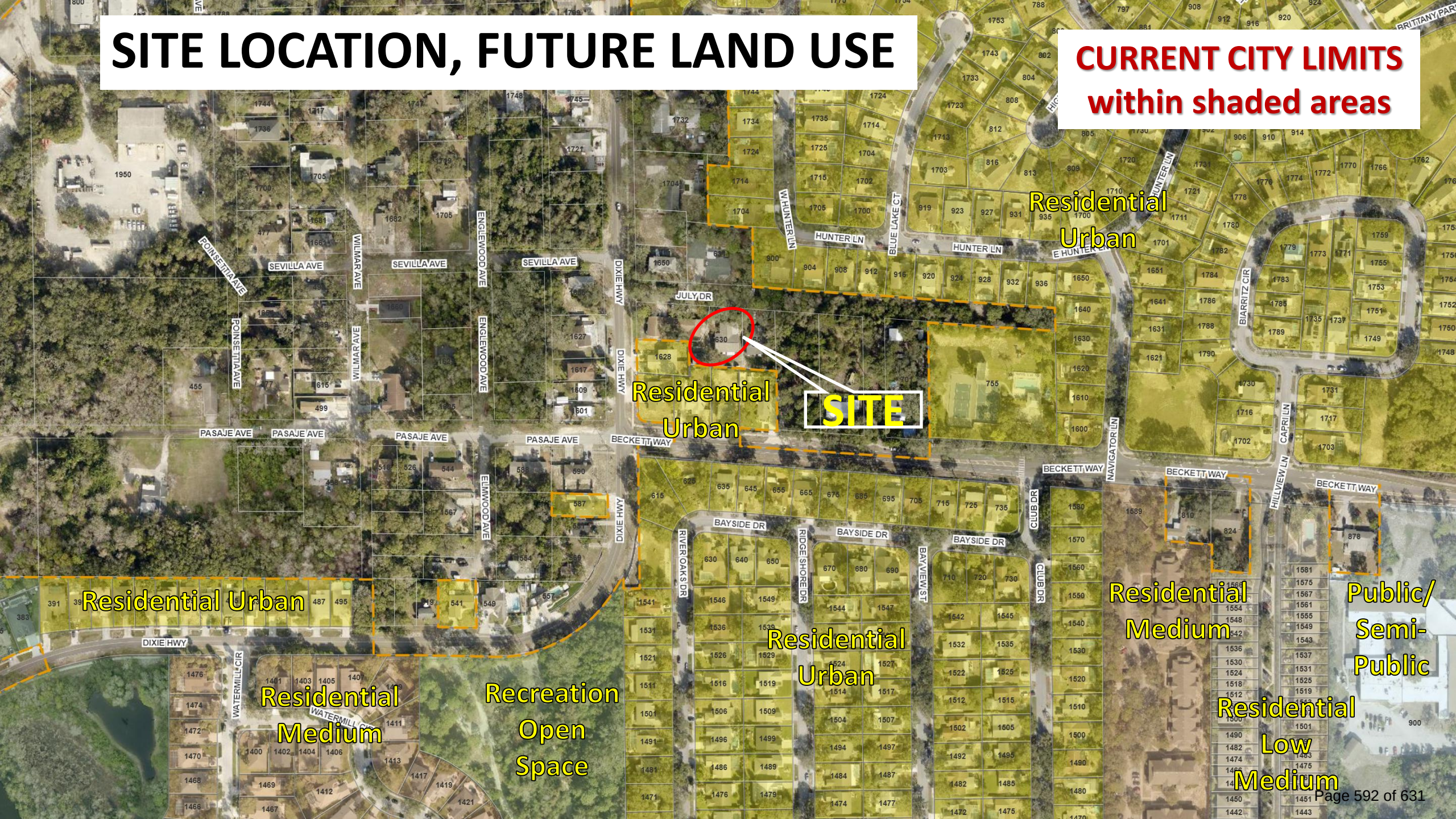


SITE AND CONTEXT



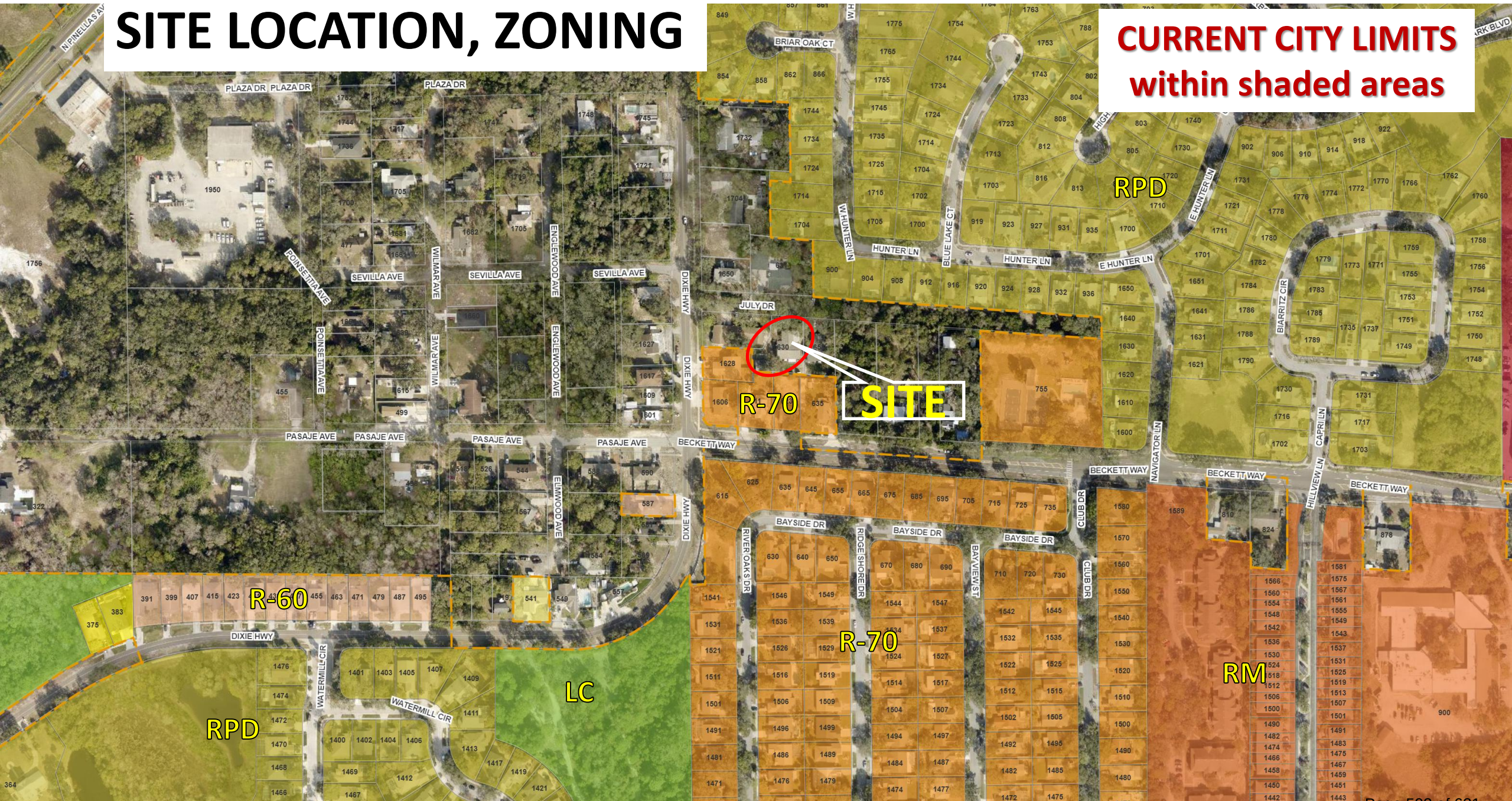
SITE LOCATION, FUTURE LAND USE

CURRENT CITY LIMITS
within shaded areas



SITE LOCATION, ZONING

CURRENT CITY LIMITS
within shaded areas



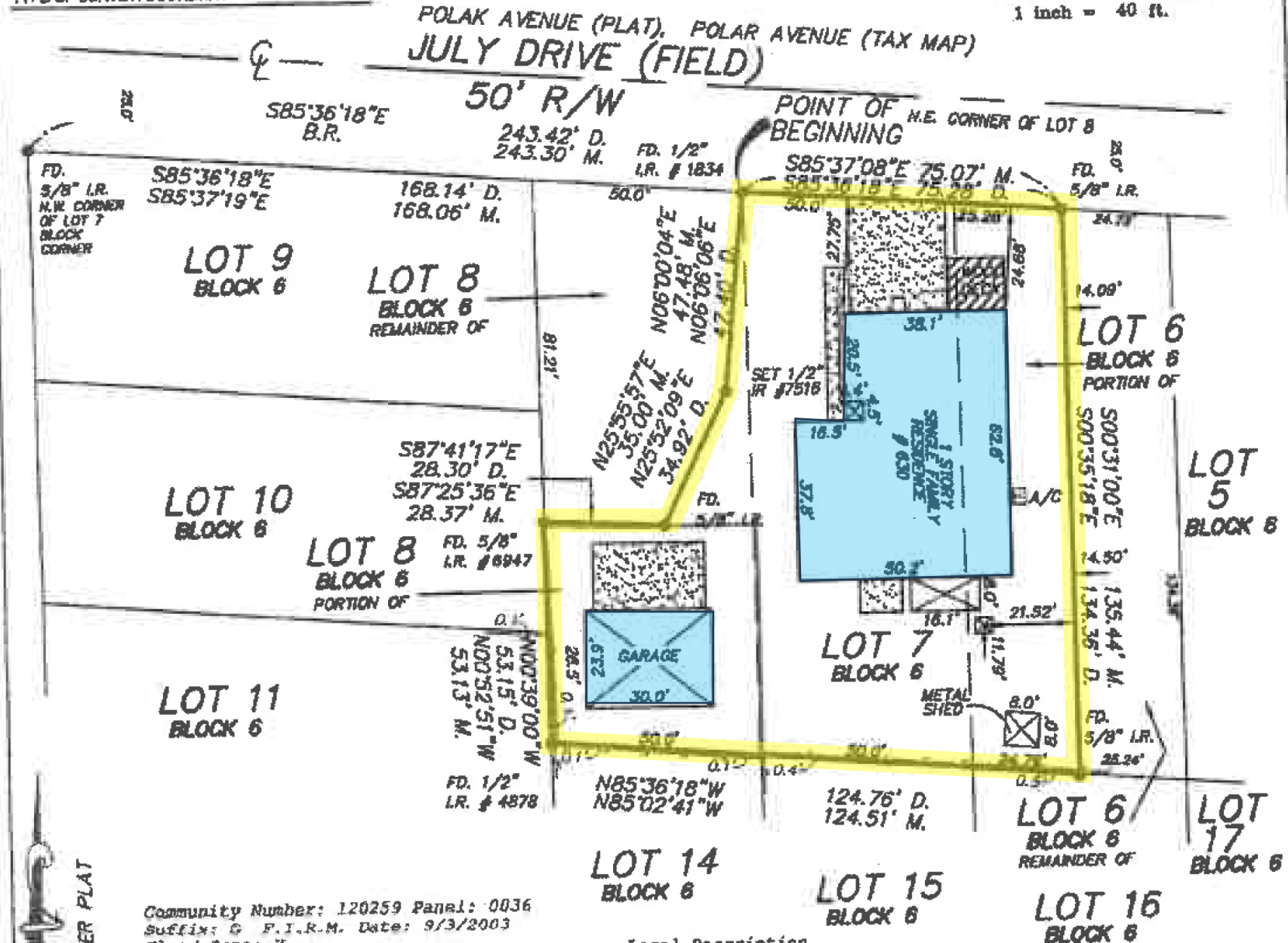
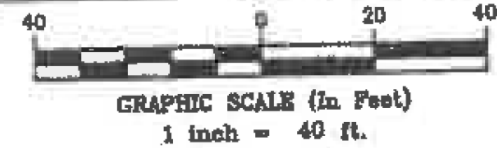
SURVEY



SKETCH OF SURVEY

TYPE OF SURVEY: BOUNDARY

NOTE:
BEARINGS SHOWN ARE BASED UPON
RECORD PLAT OR DEED DESCRIPTION



SURVEY



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 and currently provides potable water service. Roadway access is taken from July Drive, a Pinellas County roadway. The property is already served with City fire protection/emergency response. All other City services are available upon annexation.
- 4) Pinellas County has no active code enforcement case on the subject property. There is a detached garage on the property that does not meet the required minimum rear yard setback in the current county zoning district, or in the proposed city zoning district. This legal nonconforming structure would continue as such if annexed and is not expected to place a burden on City resources.
- 5) The property is consistent with the proposed Future Land Use Map category.

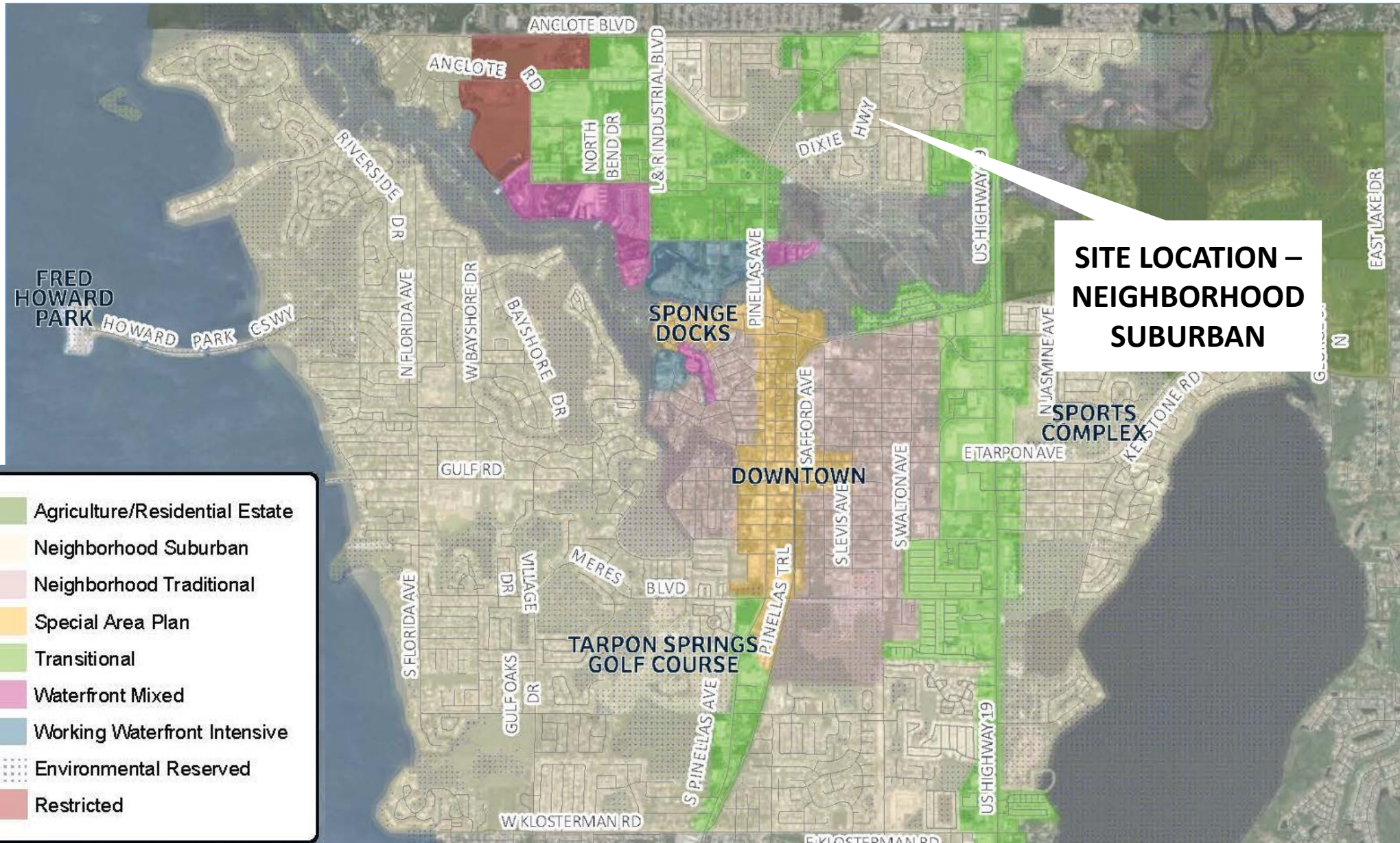




REVIEW CRITERIA – FLUM AMENDMENT

- 1) The proposed Residential Urban (RU) Future Land Use Map (FLUM) category is consistent with the policies of the Comprehensive Plan and the FLUM designations of the surrounding area.
- 2) The Residential Urban (RU) category is also consistent with the Neighborhood Suburban designation of the Place-Based Area Map.
- 3) The Residential Urban (RU) FLUM category will maintain the current density (7.5 dwelling units per acre), floor area ratio (0.40) and impervious surface ratio (0.65).

SITE LOCATION, PLACE-BASED AREA MAP





REVIEW CRITERIA - REZONING

- 1) The R-70 (One and Two Family Residential) Zoning District is consistent with the Residential Urban (RU) Future Land Use Map category.
- 2) The R-70 zoning district is appropriate to, and compatible with, the predominant uses in the area (stable established neighborhood of mixed housing types).
- 3) The amendment would provide for efficient and orderly growth as it would expand housing choices and infill opportunity in a stable neighborhood and further the overall vision of the Neighborhood Suburban Place-Based area as expressed in the 2045 Comprehensive Plan.
- 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, sanitary sewer, solid waste, drainage, law enforcement and fire/emergency protection.



PRELIMINARY STAFF RECOMMENDATION

#25-55 – Staff recommends approval of:

- Ordinance 2025-12: Annex +/- 0.610 acres into Tarpon Springs municipal limits.
- Ordinance 2025-13: Amend the Future Land Use Map from Pinellas County RU (Residential Urban) category to City of Tarpon Springs RU (Residential Urban) category.
- Ordinance 2025-14: Amend the Zoning Atlas from Pinellas County R-4 (One, Two and Three Family Residential) district to City of Tarpon Springs R-70(One and Two Family) zoning district.

Public Notice – This item was advertised as required. No responses were received.



PLANNING AND ZONING BOARD RECOMMENDATION

#25-55 – The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval of:

- Ordinance 2025-12: Annex +/- 0.610 acres into Tarpon Springs municipal limits.
- Ordinance 2025-13: Amend the Future Land Use Map from Pinellas County RU (Residential Urban) category to City of Tarpon Springs RU (Residential Urban) category.
- Ordinance 2025-14: Amend the Zoning Atlas from Pinellas County R-4 (One, Two and Three Family Residential) district to City of Tarpon Springs R-70(One and Two Family) zoning district.

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55); 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 Section 2; 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 September 15, 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,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

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 2025-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY RESIDENTIAL URBAN (RU) CATEGORY TO CITY OF TARPON SPRINGS RESIDENTIAL URBAN (RU) 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 RU (Residential Urban) category to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the permitted uses within the RU (Residential Urban) 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 R-4 (One, Two and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (One and Two Family Residential) 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 September 15, 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 RU (Residential Urban) 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 Residential Urban for the property described as,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE. APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY R-4 (ONE, TWO AND THREE FAMILY RESIDENTIAL) DISTRICT TO CITY OF TARPON SPRINGS R-70 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has applied to re-zone the property from the Pinellas County R-4 (One, Two and Three Family Residential) zoning district to the City of Tarpon Springs R-70 (One and Two Family Residential) 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 RU (Residential Urban) category to the City of Tarpon Springs RU (Residential Urban) category; and,

WHEREAS, the proposed R-70 (One and Two Family Residential) zoning district is consistent with the proposed Future Land Use Map category of RU (Residential Urban); and,

WHEREAS, the planned uses within the R-70 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 September 15, 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,

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South 0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30 feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40 feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

Section 3. EFFECTIVE DATE

This Ordinance shall be effective upon adoption in the manner provided by law.

General Planning Application



CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT
 324 E. Pine Street, Tarpon Springs, FL 34689
 (727) 942-5611 / planning@ctsfl.us

INSTRUCTIONS

Please complete the application fully and then **DOWNLOAD (print button)** the form to submit. This application, with all supporting materials and applicable application addendums, must be submitted **DIGITALLY** through the [Planning and Zoning.goPost portal](#). If a project requires multiple application types, please complete this form only once and upload it into each separate application type in [goPost](#).

To verify which addendums apply to your project download the [Application Addendum Checklist \(PDF\)](#).

Prior to proceeding to public hearing, an application must be deemed complete and all required application fees (see [Fee Schedule \(PDF\)](#)) **must be paid prior to the public hearing**. Fees can be paid in person or mailed.

Property Owner(s) Name*

Property Owner(s) Email*

Terry Cassidy	tcfishbpick@bellsouth.net
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Property Owner(s) Address*

Property Owner(s) Phone*

630B July Dr	305-304-6109
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Applicant(s) Name (If different than owner)

Applicant(s) Email

Kathleen Barbieri	knppbarb@msn.com
-------------------	------------------

Applicant(s) Address

Applicant(s) Phone

611 Beckett Way	727-667-7918
-----------------	--------------

Agent/Representative (If applicable)

Agent/Representative Email

First and Last Name	Email Address
---------------------	---------------

Agent/Representative Address**Agent/Representative Phone**

Street, City, State, and Zip Code

Phone Number

Application Type (Check all that apply)*

- | | |
|--|---|
| ☒ Annexation | ☐ Plat, Minor |
| ☐ Conditional Use | ☐ Rezoning |
| ☐ Development Agreement | ☐ Sidewalk Cafe |
| ☐ Discussion Item | ☐ Sidewalk Waiver |
| ☐ Future Land Use Amendment | ☐ Site Plan/Subdivision |
| ☐ HPB, Certificate of Appropriateness | ☐ Temporary Use* |
| ☐ HPB, Designation of Historic Property | ☐ Vacation, Plat or Property |
| ☐ HPB, Economic Hardship Exemption | ☐ Vacation, Right-of-Way |
| ☐ HPB, Petition for Removal | ☐ Variance |
| ☐ Planned Development, Concept | ☐ Variance, After-the-Fact |
| ☐ Planned Development, Final | ☐ Variance, De Minimis |
| ☐ Planned Development, Preliminary | ☐ Variance, FAR/ISR Adjustment |
| ☐ Plat, Final | ☐ Variance, Nonconforming Lot |

***Temporary Use Dates**

Dates Requested

Project Name*

Barbiere annexation

Tax Parcel ID(s)*

06-27-16-39528-006-0070

[Look Up Parcel ID](#)**Project Location**

630 July Dr, Tarpon Springs, FL 34689

Flood Zone

- ☐ Zone X
☐ Zone AE
☐ Zone VE
☐ Not if a Flood Zone

Coastal High Hazard Area (CHHA)

- ☐ Yes, property is in the CHHA
☒ No, property not in the CHHA

Site Acreage*

.3 acres

Base Flood Elevation (BFE)

Elevation(s)

Current Land Use*

Pinellas County Land Use ▼

(Choices are alphabetized)

[Lookup Land Use](#)**Current Zoning***

Pinellas County Zoning ▼

(Choices are alphabetized)

[Lookup Zoning](#)**Proposed Land Use**

RVL (Residential Very ▼)

(If applicable)

Proposed Zoning

R-70 (One & Two Family) ▼

(If applicable)

Summary / Purpose of Request*

Annexation to current property to the south of adjacent property

Property Owner Electronic Signatures Agreement*

By checking the "I Agree" box below, you as the property owner agree and acknowledge that **1)** this application will not be signed in the sense of a traditional paper document and **2)** by signing in this alternate manner, you authorize yours and the other signatures on this application to be valid and binding to the same force and effect as a handwritten signature.

☒ I Agree**Property Owner Electronic Signature*****Date***

Terry Cassidy

7/14/2025

Property Owner Electronic 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.

Property Owner Electronic Signature***Date***

Terry Cassidy

7/14/2025

Applicant / Agent Authorization

The individual named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The applicant/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.

Applicant/Agent Electronic Signature**Date**

Kathleen Barbieri

7/14/2025

Steps to Download Form

1. Click the '**Print Only**' button below.
2. Your form will open in a new tab.
3. **Right click** on your mouse and **select 'Print'**.
4. Choose to print to '**PDF**'.
5. Save the form in your desired location.

Need help? Give the Planning Department a call at [727-942-5611](tel:727-942-5611).

TYPE OF SURVEY: BOUNDARY

NOTE:
BEARINGS SHOWN ARE BASED UPON
RECORD PLAT OR DEED DESCRIPTION



POLAK AVENUE (PLAT), POLAR AVENUE (TAX MAP)
JULY DRIVE (FIELD)

£—

50' R/W

S85°36'18"E
B.R.

LOT 9
BLOCK 6

LOT 8
BLOCK 6
REMAINDER OF

LOT 10
BLOCK 6

LOT 8
BLOCK 8
PORTION OF

LOT 1
BLOCK 6

LOT 14
BLOCK 6

LOT 15
BLOCK 8

LOT 16
BLOCK 6

Community Number: 120259 Panel: 0036
 Suffix: G F.I.R.M. Date: 9/3/2003
 Flood Zone: X
 Field Work: 12/1/2006 Completed:
 1/10/2006

Certified To:
Richard A. Cassidy; Lee Cassidy.

Property Address:
630 and 618 July Drive
Tampa Springs, Florida 34689

Survey Number: 0-166097-A

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDS ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCUMBRANCES LOCATED.
- 6) NO IDENTIFICATION FOLLOWS ON PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
- 7) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 8) FENCE OWNERSHIP NOT DETERMINED.
- 9) ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. UNLESS OTHERWISE NOTED.
- 10) BEARINGS REFERENCED TO LINE NOTED BY A.
- 11) THIS SURVEY DEFINED HERE FORMS A CLOSED GEOMETRIC FIGURE.
- 12) NO UNDERGROUND IMPROVEMENTS OR VISIBLE INSTALLATIONS HAVE BEEN LOCATED OR SHOWN.
- 13) ALL TURNED ANGLES OR CURVES ARE SHOWN TO THE CHORD DISTANCE.
- 14) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.
- 15) NOTICE THIS DRAWING MAY NOT BE TO SCALE DUE TO ELECTRONIC TRANSFER.
- 16) NOTICE THIS DRAWING PREPARED IN COLOR. SURVEY WVD IF NOT IN COLOR.
- 17) THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- 18) FENCE CORNERS AND BUILDING CORNERS ARE WITNESS MONUMENTS TO OBSTRUCTED EGRESS, EASEMENTS, OR AS SHOWN.
- 19) SUBJECT TO ANY COVENANTS, LIMITATIONS, RESTRICTIONS, RESERVATIONS, AND OR EASEMENTS OF RECORD, NO EVALUATION OF TITLE MADE BY SURVEYOR.
- 20) THIS SURVEY IS VALID IN ACCORDANCE WITH P.S. 827.7842, FOR A PERIOD OF 90 DAYS FROM THE DATE OF CERTIFICATION.
- 21) THIS SURVEY IS NOT AN ALTIMETER LAND TITLE SURVEY.
- 22) THIS SURVEY IS INTENDED FOR MORTGAGE OR REFUNDANCE PURPOSE ONLY. EXCLUDED FOR THIS USE BY THE USER TO WHOM IT IS GIVEN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION, FENCING, LOTS, OR FOR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF RESIDENTIAL SURVEYING SPROUTS, INC.

THIS SURVEY IS INTENDED FOR MORTGAGE OR REFINANCE PURPOSES ONLY. EXCLUSIVELY FOR THIS USE BY THOSE TO WHOM IT IS CERTIFIED. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF RESIDENTIAL SURVEYING SPECIALISTS, INC.

LEGEND

ABBREVIATIONS	
A.C.	AIR CONDITIONER
B.R.	BASING REFERENCE
C.	CALCULATED
C.M.	CONCRETE MONUMENT
CALC.	CALCULATED
CATY	CABLE CROSS
CB	CHOCK BEARING
CH	CHORD
CK	CORNER
D.	DESCRIPTION OR DEED
D.E.	DRAINAGE EASEMENT
E.	EAST
E.W.	EDGE OF WATER
ENCR.	ENCROACHMENT
E.P.C.	ENVIRONMENTAL PROTECTION COMMISSION
E.P.E.	ELECTRIC POWER UTILITY EASEMENT
ESMT.	EASEMENT
F.F.	FINISHED FLOOR
F.	FOUND
I.F.	IRON PIPE
I.R.	IRON ROD
LEV.	LEVEL

M	FIELD MEASURED
M.E	MAINTENANCE EASEMENT
N	NORTH
NED	NAIL & DIG
NF	NEW FILL
N.T.S.	NOT TO SCALE
CHL	OVERHEAD LINES
O.R.R.	OFFICIAL RECORDS BOOK
P	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURV
P.C.P.	PERMANENT CONTROL P.C.
P.I.	PAGE
P.I.	POINT OF INTERSECTION
P.K. NAIL	HARKER-NAIL ON NAIL
P.O.L.	POINT OF LINE
P.O.P.	POWER POLE
P.R.C.	POINT OF REVERSE CURV
P.R.M.	PERMANENT REFERENCE
P.T.	POINT OF TANGENCY
R	RADIAL
RADL	RADIAL
RAW	RIGHT OF WAY
S	SOUTH

S.B.L. SET BACK LINE
S.W. SIDEWALK
SEC. SECTION
TEL. TELEPHONE FACILITIES
T.C. & T. TOP OF C&T
TK TRANSFORMER
TYP. TYPICAL
U.E. UTILITY EASEMENT
W. WISOT
W.C. WATNESS CORNER
W.M. WATER METER
SYMBOLS
CENTRAL ANGLE/SL. TA
CONCRETE
CONC. BLOCK WALL TYP.
EXISTING ELEVATION
P.V. VINYL FENCE
PROPERTY CORNER
OTE BENCH MARK
TRUE CORNER NOT RECOVERED
WELL
WIRE FENCE
WOOD DECK
WOOD FENCE

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT
REPRESENTATION OF THE INFORMATION CONTAINED UNDER MY DIRECTION

CENTRAL FLORIDA

827 Fern Street
Suite 2200
Altamonte Springs,
FL 32701

Phone: (321) 397-2221
Fax: (321) 397-2722

Nationwide: 1-800-787-8266
Nationwide Fax: 1-800-787-8260

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.

[Signature] 1-15-2007 STATE OF FLORIDA
LAND SURVEYOR & MAPPER NO. 3947

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP
IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2019407155 12/23/2019 09:36 AM
OFF REC BK: 20817 PG: 1660-1663
DocType:DEED RECORDING: \$35.50
D DOC STAMP: \$0.70

This Instrument Prepared By
and Return to:
RICHARD A. VENDITTI, P.A.
500 E. Tarpon Ave.
Tarpon Springs, Florida 34689

This deed has been prepared without the benefit of a title search
and no representation is made as to the extent or quality of
Grantor's interest in the subject real estate.

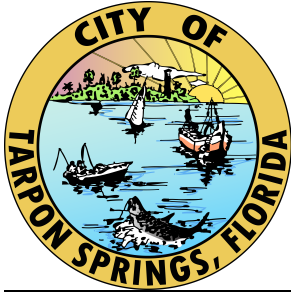
Consideration: \$10.00
Doc Stamps: .70

All of Lot 7 and a portion of Lots 6 and 8, HIGH POINT PARK, as shown on plat
recorded in Plat Book 14, Page 67, of the Public Records of Pinellas County, Florida
more particularly described as follows:

Begin at the Northeast corner of said Lot 8, Block 6; thence South 85°36'18" East
along the Northerly boundary lines of Lots 6 and 7, for 75.28 feet; thence South
0°35'18" East for 134.36 feet; thence North 85°36'18" West along the Southerly
boundary lines of Lots 6, 7 and 8, for 124.76 feet; thence North 0°39'00" West along
the Westerly boundary lines of 8, for 53.15 feet; thence South 87°41'17" East for 28.30
feet; thence North 25°52'09" East for 34.92 feet; thence North 6°06'06" East for 47.40
feet to the Point of Beginning.

Parcel ID# 06-27-16-39528-006-0070

This Corrective Quit Claim Deed is being recorded to correct the legal description as
shown in that certain Quit Claim Deed recorded at O.R. Book 20726, Page 287, of the
Official Records of Pinellas County Florida.



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project 25.55
PNZ - Barbiere Annexation

Project Address 630B July Dr Dr
United States

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.

Planning and Zoning

[Comment 00001]

Patricia McNeese

This document contains comments resulting from the August 7, 2025 meeting of the Technical Review Committee.

[Comment 00002]

Patricia McNeese

ADVISORY COMMENT: The property is contiguous to the City of Tarpon Springs municipal area and is eligible to be annexed. It is currently located in the Pinellas County Residential Urban (RU) Future Land Use Map (FLUM) category and in the R-4 One, Two and Three Family Residential zoning district. If annexed, the property will be brought into the City in the RU FLUM category and the R-70 One and Two Family Residential zoning district.

This parcel is comprised of combined lots and portions of lots from the original Highland Park Subdivision platted in 1926. Much of the subdivision has either been abandoned/vacated to newer plats, or had lots combined. The existing zoning pattern in the immediate area is designated as R-70 district. The lot area and lot dimensions conform with the minimum standards of the R-70 district as codified in [Section 25.03](#) of the Land Development Code (LDC).

The survey shows that the existing primary structure conforms with the minimum setbacks required by LDC Section 25.03. The existing detached garage does not conform with the minimum setbacks.

[Comment 00003]

Patricia McNeese

Please provide a flat and complete PDF scan of the survey. You may come by City Hall at any time to have us scan it for you if needed.

[Comment 00004]

Patricia McNeese

The Pinellas County Property Appraiser lists the use of the primary structure on this property as "single family residence." City Utilities account information appears to show that this is a duplex (two family) structure. Please confirm.

[Comment 00005]

Patricia McNeese

For "purpose of request" the applicant has stated "annexation to current property to the south of adjacent property." Can you please explain or elaborate on this? Staff is not understanding the intent of this statement.

[Comment 00006]

Patricia McNeese

Utilities records show that this property is currently served by City water, but not by sewer. Can you please provide any information or description regarding the status of the septic system on the property?

[Comment 00007]

Patricia McNeese

A search of Pinellas County records for through their Access Portal did not identify any active Code Enforcement cases associated with this address or parcel number.

52114

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss

COUNTY OF HERNANDO, CITRUS, PASCO,

PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling 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 ORDINANCE 2025-12, 2025-13, 2025-14 was published in said newspaper by print in the issues of 08/27/25 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 08/27/2025

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced




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 2025-12

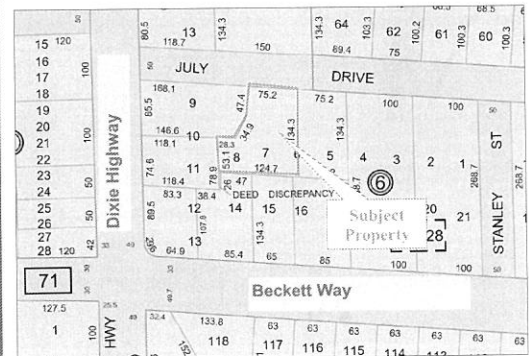
AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, ANNEXING 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55); PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY RESIDENTIAL URBAN (RU) CATEGORY TO CITY OF TARPON SPRINGS RESIDENTIAL URBAN (RU) CATEGORY; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS FOR 0.30 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED AT 630 JULY DRIVE, APPROXIMATELY 170 FEET EAST OF DIXIE HIGHWAY AND INCLUDING LOT 7 AND PORTIONS OF LOTS 6 AND 8 OF HIGH POINT PARK SUBDIVISION (APPLICATION 25-55) FROM PINELLAS COUNTY R-4 (ONE, TWO AND THREE FAMILY RESIDENTIAL) DISTRICT TO CITY OF TARPON SPRINGS R-70 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT; 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, September 15, 2025 at 6:30 P.M.

and the Board of Commissioners on the following dates:

Tuesday, September 30, 2025 at 6:30 P.M. (1st Reading)

Tuesday October 28, 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.ctsl.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.

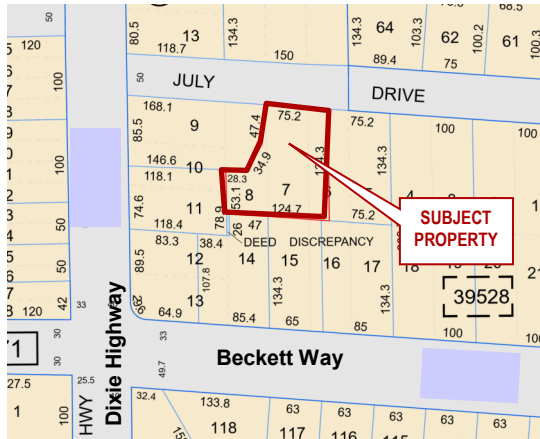
PLEASE REFERENCE APPLICATION #25-55

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

**NOTICE OF UPCOMING PUBLIC HEARING REGARDING PROPOSED ANNEXATION
APPLICATION #25-55**

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.

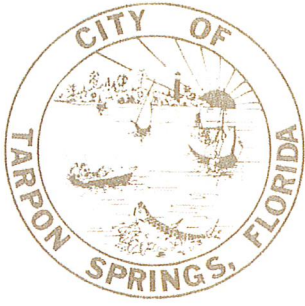
«AddressBlock»



Application Description: An ordinance of the City of Tarpon Springs, Florida annexing 0.610 acres, more or less, of real property, amending the Future Land Use Map from Pinellas County designation RU (Residential Urban) to City of Tarpon Springs designation RU (Residential Urban), and, amending the official zoning atlas from Pinellas County district R-4 (One, Two and Three Family Residential) to City of Tarpon Springs district R-70 (One and Two Family Residential) for the parcel located at 630 July Drive. **(Please reference application #25-55).**

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, September 15, 2025 at 6:30 p.m.** and the Board of Commissioners will hold public hearings on **Tuesday, September 30, 2025 at 6:30 p.m.** and **Tuesday, October 28, 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.



City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5611

Renea Vincent, AICP, CPM
DIRECTOR

August 14, 2025

Board of County Commissioners of Pinellas County
315 Court Street
Clearwater, Florida 33756

RE: Voluntary Annexation to the City of Tarpon Springs

Dear Board of County Commissioners:

Please see the following enclosed legal advertisement for voluntary annexation into the City of Tarpon Springs:

Application #25-55, Terry Cassidy
High Point Subdivision, all of Lot 7 and portions of Lots 6 and 8
Parcel Number 06-27-16-39528-006-0070
Comprising approximately 0.610 acres, more or less

Any questions, comments, or correspondence on this matter may be directed to the Planning and Zoning Department at the address above or to planning@ctsfl.us. Thank you!

Sincerely,


Patricia L. McNeese, AICP
Planning Supervisor

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>[Signature]</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: Board of County Commissioners Pinellas County 315 Court St. Clearwater, FL 33756		B. Received by (Printed Name) <u>Supervisor</u> C. Date of Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 1889 0775 24		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		Domestic Return Receipt	

PS Form 3811, July 2020 PSN 7530-02-000-9053

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ Total Postage and Fees \$	Postmark Here #25-55
Sent To <u>Board of County Commissioners Pinellas</u> Street and Apt. No., or PO Box No. <u>315 Court Street</u> City, State, ZIP+4® <u>Clearwater, FL 33756</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

USPS TRACKING #

9590 9402 7764 2152 0003 56

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Tarpon Springs
324 Pine St
Tarpon Springs, FL 34689

#25.55

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
 - A unique identifier for your mailpiece.
 - Electronic verification of delivery or attempted delivery.
 - A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.
- Important Reminders:**
- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
 - Certified Mail service is *not* available for international mail.
 - Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
 - For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;
 - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
 - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
 - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.
- IMPORTANT: Save this receipt for your records.**

PS Form 3800, January 2023 (Reverse) PSN 7530-02-000-9047



MEMORANDUM

To: Mayor and Commissioners

From: Renea Vincent, Planning Director

Through: Charles Rudd, City Manager

Date: September 30, 2025, Regular Session

Subject: **Ordinance 2025-15:** Proposed Amendment to Mobile Food Dispensing Vehicle regulations to remove the Ordinance 2025-01 sunset provision

BACKGROUND and STAFF RECOMMENDATION:

The Board of Commissioners (BOC) amended Section 56.05 of the Land Development Code on April 22, 2025 under Ordinance 2025-01 (copy attached) allowing for the expansion of the temporary use of mobile food dispensing vehicles (a.k.a., "food trucks"). The ordinance included a "sunset provision" in Section 56.05(K) stating,

"Ordinance 2025-01, specifically Section 56.05 of this Article, shall remain in effect until October 22, 2025. Unless a later enacted ordinance extends or deletes that date, Ordinance 2025-01 is hereby repealed."

If the above revision is not repealed, as indicated, the use of temporary food trucks will revert back to the standards codified prior to April 22, 2025. Draft Ordinance 2025-15 has been prepared in order to allow the BOC to reconsider the "sunset provision" should they wish to do so.

Since Ordinance 2025-01 was adopted, staff has been aware of one location utilizing the new temporary food truck standards. An application for a Local Business Tax Receipt has been received for a second location but has not been pulled to date.

Staff recommends that the Board of Commissioners take action to adopt or deny Ordinance 2025-15. Approval will remove the "sunset provision" and make permanent the changes adopted under Ordinance 2025-01. Denial will remove all changes adopted under Ordinance 2025-01.

PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board reviewed this item at their regular meeting of September 15, 2025 with six members present. The Board unanimously recommended approval.

ATTACHMENTS:

- **Section 56.05 and 56.06** Strike-through/underline resulting from approval of draft Ordinance 2025-15.
- **Section 56.05 and 56.06** Strike-through/underline resulting from denial of draft Ordinance 2025-15

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 56.05 of the Comprehensive Zoning and Land Development Code ("LDC") regulates the placement and use of mobile food dispensing vehicles within the Municipal Limits of Tarpon Springs; and

WHEREAS, the Board of Commissioners recognizes the need to provide for the orderly and safe operation of "food trucks" within the City's jurisdiction; and

WHEREAS, the Board of Commissioners also recognizes the need to provide for appropriate locations for operation of "food trucks," and adopted Ordinance 2025-01 on April 22, 2025, expanding the allowable locations provided in conjunction with accompanying updated standards providing for the health and safety of the citizens; and

WHEREAS, the Board of Commissioners now wishes to remove the "sunset date" provision adopted under Ordinance 2025-01 and codified in LDC Section 56.05(K) so that Ordinance 2025-01 remains in affect; and

WHEREAS, the Board of Commissioners of the City of Tarpon Springs has determined that amendments to Section 56.05, Article IV, Appendix A, the Comprehensive Zoning and Land Development Code, are necessary to make such changes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That Section 56.05 of the Comprehensive Zoning and Land Development Code, is hereby amended to read as shown in Exhibit A with strikethrough text representing deletions of existing text and underline text representing text additions.

SECTION 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall take effect immediately upon its passage and adoption in the manner provided by law.

If Ordinance 2025-15 is adopted, the sunset provision is removed and all other standards adopted as of April 22, 2025 continue.

ORDINANCE 2025-15 EXHIBIT A (3 pages)

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

Mobile food dispensing vehicles, as defined in F.S. 509.102, may operate as accessory uses to legally established “brick and mortar” primary uses (a business that has a physical presence in a building or structure) in the following zoning districts: **RO** Residential Office, **NB** Neighborhood Business, **GB** General Business, **HB** Highway Business, **IB** Intensive Business, **CPD** Commercial Planned Development (non-residential property only), **IPD** Industrial Planned Development, **IR** Industrial Restricted, and **IH** Industrial Heavy, **WD I** Waterfront Development, **WD I-A** Waterfront Commercial Fishing, **WDI-B** Waterfront Commercial Fishing and Tourism Redevelopment, and **WD II** Waterfront and Marine Industry, and in the following Character Districts/Transect Zones:

S.A.P. Character District	SmartCode Transect Zone
Sponge Docks	T5c, T5d, SDb, SDc
North Pinellas	T5d
Uptown	T4c, T5d
Downtown	T4a, T5d,
Downtown Gateway	T4a, T4b
Spring Bayou	N/A
South Pinellas	T4b, T5a
South Safford	T4d
South Gateway	T5a, SDa

The following additional operating criteria shall apply to all mobile food dispensing vehicles operating under Section 56.05:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event. The primary business must be open while mobile food dispensing vehicles are in operation. Mobile food dispensing vehicles must be operated with battery or dedicated electric service from the host business/property.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102, as amended.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than two mobile food dispensing vehicles are allowed to occupy and operate on a parcel of land at any given time.

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- (2) The primary business owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate without permanent, onsite bathroom facilities available to patrons.
 - (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
 - (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
 - (I) The mobile food dispensing vehicle must display on the vehicle the results of any DBPR inspections for cleanliness and sanitation.
 - (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as regulated in Section 56.06.
 - (K) Notwithstanding the limitations and requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
 - (1) A Temporary Use permit is required.
 - a. Each non-residential (zoned or utilized) property/parcel of land may host events with mobile food dispensing vehicles. Each event may last up to three days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.
 - b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
 - i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
 - ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
 - (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

~~Ordinance 2025-01, specifically Section 56.05 of this Article, shall remain in effect until October 22, 2025. Unless a later enacted ordinance extends or deletes that date, Ordinance 2025-01 is hereby repealed.~~

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

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(Supp. No. 2023 S-57)

(A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:

- (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
- (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
- (3) Indicate operating hours (limited to those of the primary business);
- (4) City services requested (water, sewer, solid waste pick up);
- (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
- (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
- (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
- (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
- (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
- (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)

If Ordinance 2025-15 is *NOT* adopted (i.e., sunset provision is *NOT* struck), temporary food truck rules go back to the pre-April 22, 2025 standards:

§ 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY.

As defined in F.S. 509.102, mobile food dispensing vehicles may operate in areas of the City of Tarpon Springs where property is zoned **HB** Highway Business, **CPD** Commercial Planned Development (non-residential property only), **IR** Industrial Restricted, and **IH** Industrial Heavy. The following operating criteria shall apply:

- (A) Mobile food dispensing vehicles shall only operate within the City limits between the hours of 7:00 a.m. and 10:00 p.m. unless operating in conjunction with an authorized special event.
- (B) The mobile food dispensing vehicle shall not operate in or from any public right-of-way or City-owned property, unless operating in conjunction with an authorized special event.
- (C) Mobile food dispensing vehicles may not operate in a manner which obstructs the flow of traffic, impedes pedestrians, or otherwise adversely affects public safety.
- (D) Mobile food dispensing vehicles may not dispense alcoholic beverages.
- (E) The mobile food dispensing vehicle must obtain and maintain all necessary licenses as required by F.S. 509.102.
- (F) Mobile food dispensing shall only be authorized on a parcel of land consistent with this section and the following additional regulations:
 - (1) No more than one mobile food dispensing vehicle is allowed to occupy and operate on a parcel of land at any given time.
 - (2) The parcel owner shall obtain a business tax receipt license prior to allowing the operation of a mobile food dispensing vehicle.
 - (3) Mobile food dispensing vehicles shall not operate from vacant land.
- (G) Mobile food dispensing vehicles, when not in active operation, may only be parked/stored on a parcel of land in accordance with an approved site plan and in a location where onsite storage of vehicles is a permitted use.
- (H) Mobile Food dispensing vehicles shall dispose of all waste products generated by the mobile food vehicle in accordance with all local, state, and federal requirements.
- (I) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.
- (J) The standards of this section shall not be applied to the establishment of mobile food dispensing vehicles as accessory to food and drink establishments as regulated in Section 56.06 below.
- (K) Notwithstanding the requirements of Section 56.05 (A-J), a mobile food dispensing vehicle may be operated as a Temporary Use in conjunction with an event on private property in accordance with the requirements of Section 56.00 and the following additional requirements:
 - (1) A Temporary Use permit is required.
 - a. Each non-residential (zoned or utilized) property/parcel of land may host one mobile food dispensing vehicle four times per calendar year. Each event may last up to three days. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights-of-way.

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- b. Residential property (zoned or utilized) may host one mobile food dispensing vehicle twice per calendar year. Each event is limited to one day. Events must be separated by at least 30 days. The Technical Review Committee may place any restrictions deemed necessary to prevent adverse effects on surrounding property owners, publicly owned lands and public rights of way. Homeowner Association approval (if applicable) shall be required. The following additional requirements shall apply:
 - i. The fee shall be 25% of the Temporary Use fee as established in Section 246.00 Fees.
 - ii. The Technical Review Committee may conduct an expedited review and approve the permit without a formal meeting.
 - (2) Generators may only be operated between the hours of 10:00 a.m. and 9:00 p.m. unless otherwise specifically authorized by the Technical Review Committee.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. No. 2022-26, passed 12-13-22)

§ 56.06 MOBILE FOOD DISPENSING VEHICLES; AS ACCESSORY TO FOOD AND DRINK ESTABLISHMENTS.

A mobile food dispensing vehicle may be located as an accessory use (as defined in Section 36.00 (B)) to a legally established food or drink establishment, which is solely operated as a food or drink establishment, subject to the following criteria:

- (A) Review and approval of a development application by the Technical Review Committee containing the following minimum information and demonstration of compliance with the following standards:
 - (1) Site layout indicating location of the mobile dispensing vehicle (may not locate in required off-street parking areas, or in such a manner as to block any accessways, walkways, driveways, loading zones or other site circulation ways for vehicles or pedestrians);
 - (2) The mobile food dispensing vehicle must be maintained as an operable vehicle and may not be permanently affixed or attached to a building or structure in a manner that would prevent the vehicle from being moved in the event of an emergency.
 - (3) Indicate operating hours (limited to those of the primary business);
 - (4) City services requested (water, sewer, solid waste pick up);
 - (5) Demonstration of compliance with the City's Fats, Oils and Grease (FOG) Management Program;
 - (6) Evacuation or mitigation plan in the event of a hurricane, wind-storm, or flooding event;
 - (7) Show method of connection to permanent power with 30 or 50 amp recreational vehicle/marine type plug and cord. When operating in close proximity to residential uses or existing outdoor seating areas the mobile food dispensing vehicle shall be required to operate from battery or appropriate permanent power source to eliminate noise and fumes associated with generators.
 - (8) The primary business owner shall obtain a separate business tax receipt license for the mobile food dispensing use;
 - (9) A mobile food dispensing vehicle may only be operated by the primary business owner as an extension of the primary business.
 - (10) The mobile food dispensing vehicle must display on the vehicle the results of any DPBR inspections for cleanliness and sanitation.

(Ord. No. 2020-22, § 1, passed 9-22-20; Am. Ord. 2022-02, passed 2-22-22)

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Tampa Bay Times

Published Daily

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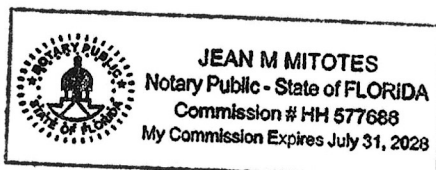
Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-15 was published in said newspaper by print in the issues of 08/27/25 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 Jesica Bowling
 Sworn to and subscribed before me this **08/27/2025**

Signature of Notary of Public
 Personally known ☒ or produced identification.
 Type of identification produced _____

Jean M Mitotes



NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE IV SPECIAL REGULATIONS, SECTION 56.05 MOBILE FOOD DISPENSING VEHICLES, TEMPORARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the Planning and Zoning Board on the following date:

Monday, September 15, 2025 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the Board of Commissioners on the following dates:

Tuesday, September 30, 2025 @ 6:30 P.M. (1st Reading)

Tuesday, October 28, 2025 @ 6:30 P.M. (2nd Reading)

THE PLANNING AND ZONING BOARD AND BOARD OF COMMISSIONERS 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 email a written request to planning@ctsfl.us.

Please Reference Application #25-63