



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, OCTOBER 14, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE (5 Minutes)

PROCLAMATIONS (5 Minutes)

1. Community Planning Month (**Mayor John Koulianos**)

PUBLIC COMMENTS (15 Minutes)

CONSENT AGENDA (5 Minutes)

2. Attorney Fee: Unice Salzman, P.A. Invoice 88540 (**Andrew Salzman City Attorney**)
3. Satisfaction/Release of Liens (**Irene Jacobs City Clerk**)
4. Special Event(s):
 - a. St. Nicholas Jingle 5K Fundraiser 2025 (**Chris Cotta Public Works Director**)
 - b. Snow Place 2025 (**Chris Cotta Public Works Director**)
 - c. 36th Annual Boat Parade (**Chris Cotta Public Works Director**)
5. Award File No. 250166-P-AS, Utility Billing Audit Services (**Tom Kiger Public Services Director, Janina Lewis Procurement Services Director**)
6. Approve File No. 260024-C-JL Post Storm Recovery Services Interlocal Agreement (**Janina Lewis Procurement Services Director**)
7. Pinellas County Community Development Block Grant Subaward Agreement No. CD25TSCCG (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, P.J. Harbert Grant Project Specialist**)
8. FDOT Subgrant for Highway Traffic Safety Project SUB-2026-City of Ta-00083, Project #M5HVE-2026-00083 (**Jeff Young Police Chief, P.J. Harbert Grant Project Specialist**)
9. Award File No. 260009-C-AS, Fire Hydrant and Valve Maintenance, Repair, and Flushing (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor, Janina Lewis Procurement Services Director**)
10. Award File No. 260034-C-PH, Purchase of Police and Fire Vehicles (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)
11. Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)

BUSINESS ITEMS

12. Ratification of Building Development Director (**Charles Rudd City Manager**) (5 Minutes)

13. Approve Task Work Order for File No. 240115-P-JL, Planning Support Services **(Tom Kiger Public Works Director, Jamie Taylor Public Services Assistant Director, Janina Lewis Procurement Services Director) (10 Minutes)**
14. Discussion and Direction on the Mission and Responsibilities of the Maritime Commerce Committee **(Charles Rudd City Manager) (20 Minutes)**

ORDINANCES AND RESOLUTIONS

15. **Ordinance 2025-17 (2nd 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, Ron Harring Finance Director, Darryl Vaci Water Division Manager) (5 Minutes)**

BOARD AND STAFF COMMENTS (5 Minutes)

ADJOURNMENT (Estimate 7:45 pm)

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Planners work to improve the well-being of all people living in our communities by taking a comprehensive perspective consistent with the vision of the City's Strategic Plan. This approach leads to safer, resilient, more equitable, and more prosperous communities; and

WHEREAS, we celebrate the many valuable contributions made by our Planning & Zoning Department as nothing less than essential to our success role that planning plays in creating great communities each October with National Community Planning Month; and

WHEREAS, Community Planning provides an opportunity for all residents to be meaningfully involved in helping decide on choices that determine the future of their community; and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient, and long-lasting recovery; and

WHEREAS, the Board of Commissioners commend the work by our Planning & Zoning Director, Renea Vincent, and Staff; Pat McNeese, Caroline Lanford, Allie Keen, and Kim Creighton. We extend appreciation for the vital role our Planning & Zoning Department manages in the daily operations of our city.

NOW, THEREFORE, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of October 2025 as

Community Planning Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 14th day of October 2025.

City Clerk & Collector

Mayor

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

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

Attn: Charles Rudd

Page: 1
October 03, 2025
Account No: 1924-0000M
Invoice No: 88540

City of Tarpon Springs/General



			<u>Description</u>	Hours	
08/29/2025	AJS		Review correspondence from Tom Kiger; Review and analysis of Ordinance; Prepare e-mail to Tom Kiger; Analysis of cemetery issue; Conference with Mayor Koulianos.	1.20	270.00
09/03/2025	AJS		Review correspondence from Anela Saday; Review and analysis of documents regarding Sodium Bisulfate; Prepare e-mail to Anela Saday.	0.70	157.50
	AJS		Review correspondence from Chief Young; Review and analysis of Memorandum of Understanding; Prepare email to Chief Young.	0.70	157.50
09/04/2025	AJS		Review correspondence from Anela Saday; Review and analysis of Myers Pump documents; Prepare e-mail to Anela Saday.	0.70	157.50
09/08/2025	AJS		Review correspondence from Janina Lewis; Review and analysis of WOW documents; Prepare e-mail to Janina Lewis.	1.00	225.00
	AJS		Review correspondence from Renea Vincent; Analysis of same; Prepare e-mail to Renea Vincent regarding ROW encroachment.	0.40	90.00
	AJS		Review correspondence from Patty Hall; Review and analysis of Discovery Park Playground documents; Prepare e-mail to Patty Hall.	2.20	495.00
	EBE		Prepare for and attend Heritage Preservation Board Meeting at Tarpon Spring City Hall.	2.90	652.50
09/09/2025	MXG		Review of agenda and agenda packet in anticipation of September 9, 2025, Board of Commission Meeting.	1.00	225.00
	MXG		Prepare for and attend Board of Commission Meeting.	4.00	900.00
09/10/2025	EBE		Review and analyze email correspondence from Code Enforcement Clerk, Hnou Lee, discussing updates to agenda for upcoming Code Enforcement Meeting.	0.10	22.50
09/11/2025	EBE		Prepare for and attend Tarpon Springs Code Enforcement Board Meeting.	1.70	382.50
09/15/2025	AJS		Prepare for and attend Planning and Zoning Meeting.	1.20	270.00
09/16/2025	AJS		Prepare for and attend office hours; Review correspondence from Chief Jeff		

			Hours	
		Young; Review correspondence from PCSO; Prepare e-mail to Chief Young.	4.30	967.50
09/17/2025	AJS	Telephone conference with Chief Jeff Young regarding Attorney General opinion; Review correspondence from Tom Kiger; Review and analysis of resolution regarding Duke Energy; Review and analysis of Ordinance regarding impact fees; Prepare e-mail to Tom Kiger.	1.40	315.00
09/18/2025	AJS	Review correspondence from PJ Harbert; Review and analysis of Grant Agreement L0357 regarding Stormwater Project and L0356 Grant Agreement; Prepare e-mail to PJ Harbert; Review correspondence from and prepare email to Chief Jeff Young; Review correspondence regarding Hold Harmless; Telephone conference with Chief Mathis.	3.30	742.50
09/19/2025	AJS	Review correspondence from Janina Lewis; Review and analysis of Fire Station Generator Bid; Prepare e-mail to Janina Lewis; Review correspondence from John Robinson regarding Mendoza Williamson; Review correspondence from Patty Hall; Review and analysis of Landscape Renewal documents; Prepare e-mail to Patty Hall.	3.20	720.00
09/22/2025	AJS	Review correspondence from Pat McNeese regarding License Agreement; Review and analysis of same; Review correspondence from Patty Hall; Review and analysis of Aquatech Simple Source documents; Prepare e-mail to Patty Hall; Review correspondence from Megan Teel regarding workers' compensation claim; Review correspondence from Mayor Koulianos; Analysis of issues.	2.60	585.00
09/23/2025	AJS	Prepare for and attend office hours. Review correspondence from Janina Lewis; Review and analysis of Request for Proposal for Actuarial Services; Prepare e-mail to Janina Lewis; Review and analysis of Amendment to contract and resolution; Prepare e-mail to Janina Lewis; Prepare for and attend meeting regarding Timm Group with Bob Robertson and City Manager.	7.40	1,665.00
09/24/2025	AJS	Conference with Janina Lewis: Review and analysis of RFQ, E-Verity, Utilities for Continuing Services; Prepare e-mail to Janina Lewis; Prepare for Board of Adjustments Meeting; Review correspondence from Miranda Hunter regarding litigation; Review e-mail from Florida League.	3.80	855.00
09/25/2025	AJS	Review correspondence from Anela Saday; Review and analysis of Post-Employment Policy; Prepare e-mail to Anela Saday; Preview correspondence from Patty Hall; Review and analysis of video surveillance system documents; Prepare e-mail to Patty Hall.	2.70	607.50
09/26/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Emergency Lighting documents; Prepare e-mail to Patty Hall; Review correspondence from Anela Saday; Review and analysis of Myers Pump documents; Prepare e-mail to Anela Saday; Review correspondence from Anela Saday; Review and analysis of Liquid Carbon Dioxide documents; Prepare e-mail to Anela Saday; Review correspondence from Nick Markis; Analysis of Elfers Spur Trail issue; Prepare e-mail to Nick Markis.	4.00	900.00

City of Tarpon Springs

City of Tarpon Springs/General

Page: 3
October 03, 2025
Account No: 1924-0000M
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			Hours	
09/29/2025	AJS	Review correspondence from Patty Hall; Review and analysis of Re-Bid documents; Prepare e-mail to Patty Hall; Telephone conference with Mayor Koulianos regarding meeting; Telephone conference with City Clerk regarding meeting; Review correspondence from Nick Markis regarding Elfers Spur Trail; Review correspondence from Trish Hickey regarding CRA; Review correspondence regarding litigation from Florida League.	2.10	472.50
09/30/2025	AJS	Prepare for and attend office hours; Telephone conference with Vice-Mayor Eisner regarding Code Enforcement; Prepare for and attend Commission Meeting.	8.30	1,867.50
		For Current Services Rendered	60.90	13,702.50
		Total Current Work		13,702.50
		Balance Due		<u>\$13,702.50</u>

OFFICE OF THE CITY CLERK

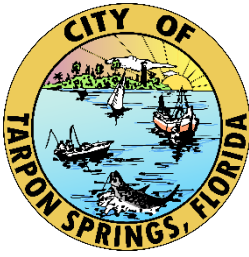
INTER-DEPARTMENTAL MEMO

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION October 14, 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
Lisa A. Simon	Utility Lien	11637-272407671
Diane E. Dickerson Estate	Utility Lien	2823-271203527
Amirhouses.Com LLC	Code Enforcement	23-80000065



**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: October 14, 2025

Subject: Special Event – St Nicholas Jingle Jog 5k Fundraiser
December 20, 2025

Recommendation:

It is recommended that the Mayor and Board of Commissioners approve the Special Event Application for the St. Nicholas Jingle Jog 5K Fundraiser, scheduled for Saturday, December 20, 2025, and sponsored by the St. Nicholas Greek Orthodox Cathedral.

In the event of inclement weather, the City Manager is authorized to designate an alternative rain date.

Background:

The fundraiser will commence at 7:30 a.m. and conclude at approximately 2:00 p.m. The event will begin at Hibiscus Street and Orange Avenue, with participants jogging along the Pinellas County Bike Trail. The Police Department will oversee all road closures and traffic control measures. A permit for trail use has been filed and approved by Pinellas County.

- Estimated attendance: 500 participants
- Certificate of Liability Insurance and event deposit have been received and verified.

Approval of this application grants the sponsor permission to utilize City property for the event, contingent upon full compliance with the guidelines and requirements established by the Special Events Committee, the Board of Commissioners, and the sponsor's approved application on record.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 9/5/2005
Name of Event: ST Nicholas Single Jog 5K
Date(s) of Event: 12/20/2025
Alternate Date(s): N/A
Hours of Event: 7:30 Am - 2:00 pm
Set up/break down time needed: N/A
Type/Purpose of Event: Fundraise money for ST Nicholas GO Cathedral.

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

Hibiscus St at Orange Ave beginning and ending.
Pinellas Co Bike Trail

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: ST Nicholas Greek Orthodox Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐ or City Department ☐
Organizations Address: 17 E Tarpon Ave, Tarpon Springs, FL 34689
Individual to Contact: Nomikos Christoforos
(Telephone #) 727-674-3466 (email) NomikosCHRISTOFOROS@gmail.com
Alternative Contact: _____
(Telephone #) _____ (email) _____

General Information:

Number of Vendors: _____ (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: 500 Entrance Fee: \$ 40.00

Location for Attendee 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: _____ 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 500 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: Beer

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: _____

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: Applied for 9/5/25

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.

Nomikos Christoforos
Signature of Applicant

9/5/2025
Date

Final Event Schedule:

- 7:30–8:30 AM: Check-in and registration
- 8:45 AM: Opening prayer and warm-up
- 9:00 AM: 5K race begins
- 10:00 AM–2:00 PM: Pancake breakfast and activities

Details:

- **0700–1400** – Two officers to block off Hibiscus behind the church (7 hours x 2 officers)
 - 1 officer/car at Tarpon Ave
 - 1 officer/car at Orange St.
- **0800–1100** – Three officers to block off Orange Street from Pinellas Ave to Safford Ave (4 hours x 3 officers)
 - 1 officer at Pinellas/Orange
 - 1 officer at Hibiscus/Orange (north side)
 - 1 officer at Safford/Orange
- **0800–1100** – Five traffic posts for intersections (3 hours x 5 officers)
 - Tarpon Ave/Safford Ave
 - Lemon St/Safford Ave
 - MLK/Safford Ave
 - Meres/Safford Ave
 - Curlew Pl/Trail

St. Nicholas Cathedral Parking Map

Street parking is also available along E. Orange Street and Hibiscus Street. Limited spots are available on Pinellas Avenue as well.

Pinellas Avenue

St. Nicholas Cathedral

Parish Office

Cathedral Parking

Cathedral Parking

Hibiscus Street

E. Orange Street

City Public Parking

N. Safford Avenue

W. Tarpon Avenue

E. Tarpon Avenue

City Public Parking



STNICO-01

PWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida One Urban Centre 4830 W. Kennedy Boulevard Tampa, FL 33609	CONTACT NAME:		
	PHONE (A/C, No, Ext): (727) 797-0441	FAX (A/C, No): (727) 669-0673	
INSURED St. Nicholas Greek Orthodox Church 17 E. Tarpon Avenue Tarpon Springs, FL 34689	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: GuideOne Insurance Company		15032
	INSURER B: Zenith Insurance Company		13269
	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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X		001214124	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 D&O/ded \$2,500 \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			00-1787-998	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 2,500			00-1445-101	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ 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 ☐	N/A	Z066702721	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Event December 20, 2025 - the Jingle Jog 5K Run

City of Tarpon Springs is included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Tarpon Springs
36 N Pinellas Ave.
18 Hibiscus Ave.
Tarpon Springs, FL 34689

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Thompson

From: nomikos christoforos <nomikoschristoforos@gmail.com>
Sent: Thursday, September 25, 2025 11:34 AM
To: Amber Thompson
Subject: Permit

Warning: Unusual sender <nomikoschristoforos@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning Amber,

Just wanted to provide proof the county has approved our permit for the event. Also was wondering which city meeting this will be on, so I can be there.

 **Bondurant, Wilka**
to info@stnicholasparson.org, Chad, Scott, Sean, Traffic, Deneta, Bill, Lonne, me
8:13 AM (3 hours ago) ☆ ⓘ ↻ ☰

Good morning, Nomikos.
DRS has approved the special event application for the **St. Nicholas Jingle Jog 5K Run**, organized by **St. Nicholas Greek Orthodox Cathedral of Tarpon Springs** under Permit No. **RUP-25-01409**. Please find the event application and approval documents attached.
Please note that it is the applicant's responsibility to obtain any necessary permits from other local agencies for their event.
Let me know if you have any questions.
Wishing you a safe and successful event!
Thanks.

Wilka Bondurant
Engineer I
Building & Development Review Services
Pinellas County Government
440 Court Street
Clearwater, FL 33756

wbondurant@pinellas.gov
Office (727) 464-4644
Main Line (727) 464-3888



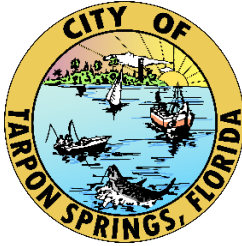
Pinellas County Government is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

Final Event Schedule:

- 7:30–8:30 AM: Check-in and registration
- 8:45 AM: Opening prayer and warm-up
- 9:00 AM: 5K race begins
- 10:00 AM–2:00 PM: Pancake breakfast and activities

Details:

- **0700–1400** – Two officers to block off Hibiscus behind the church (7 hours x 2 officers)
 - 1 officer/car at Tarpon Ave
 - 1 officer/car at Orange St.
- **0800–1100** – Three officers to block off Orange Street from Pinellas Ave to Safford Ave (4 hours x 3 officers)
 - 1 officer at Pinellas/Orange
 - 1 officer at Hibiscus/Orange (north side)
 - 1 officer at Safford/Orange
- **0800–1100** – Five traffic posts for intersections (3 hours x 5 officers)
 - Tarpon Ave/Safford Ave
 - Lemon St/Safford Ave
 - MLK/Safford Ave
 - Meres/Safford Ave
 - Curlew Pl/Trail



**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: October 14, 2025

Subject: Special Event – City of Tarpon Springs
There’s Snow Place Like Tarpon Springs
Friday December 12, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the special event application for “There’s Snow Place Like Tarpon Springs” on Friday December 12, 2025, and the temporary closure of Tarpon Ave. (Spring Blvd. to Ring Ave.), Spring Blvd. (Orange St. to Shaddock St.), Banana St. (blocked at Spring Blvd. to Court St.) N. Safford Ave. (Tarpon Ave. to Orange St. – both directions) –**Bank exit left open**, S. Safford (Lemon St. to Tarpon Ave. northbound and (Tarpon Ave. to Court St. southbound), Hibiscus St. (Tarpon Ave. to Orange St.), and Mother Meres/Tarpon Ave. parking lots.

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

Background:

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

The hours of the event will be from 5:00 p.m. to 10:00 p.m., with set up beginning at 2:00 p.m. and breakdown by midnight (Mother Meres set up will begin at 1:00 p.m.) Proceeds will be used to promote Tarpon Springs.

This event will consist of falling snow, train rides, children’s activities, snow slide, holiday shopping, performances, music, food & beverages and much more.

Area businesses that may be affected by this event have been notified.

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: 10/3/2025

Name of Event: Snow Place Like Tarpon Springs

Date(s) of Event: Friday, December 12, 2025

Alternate Date(s): None

Hours of Event: 5pm-10pm

Set up/break down time needed: 2pm-11:59pm ****Parking lot- Mother Meres to close at 1pm**

Type/Purpose of Event: A family holiday event

Location of Event (include map for parade/procession routes with assembly and disband points): Tarpon Ave. (Spring Blvd. to Ring Ave.), Spring Blvd (Orange St. to Shaddock), Banana St. (Blocked at Spring Blvd and Court St.), North Safford Ave. (Tarpon Ave. to Orange Street- both Directions)**Bank exit left open**, South Safford Ave. (Lemon St. to Tarpon Ave.: Northbound) and (Tarpon Ave To Court Street: Southbound directions) and Hibiscus Street (Tarpon Ave. to Orange St.)

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

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

Other: _____

Disposition of Proceeds: Used to promote Tarpon Springs

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

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

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

Individual to Contact: Ashley Harter

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

Alternative Contact: Jamie Taylor

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

General Information:

Vendors: “The Tarpon Springs Merchants’ Association (TMSA) has agreed to coordinate the vendors for the event. Revenue from the vendors will be split between the City of Tarpon Springs (50%) and the TMSA (50%). The TMSA will collect all vendor revenue and remit funds due to the City of Tarpon Springs no later than December 19, 2025. The City retains the right for final approval of vendors and the right to exclude vendors deemed unsuitable for the event by the City Manager.”

Number of Vendors: 100-200 (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): TBD

Approximate Number of Attendees: 20,000-30,000 Entrance Fee: \$ FREE

Location for Attendee Parking: Multiple places, including shuttle lots, city parking 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: 5pm-10pm Band: ☐ DJ: ☒ or
Other: _____

Type & Location of Toilet Facilities: Public restrooms and port o lets at several locations

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

How will Structure be Secured: Tent weights as needed

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

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

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

Types of Rides: Snow Slides

Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☒ No ☐

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

Will Alcoholic Beverages be Served: Yes ☐ No ☒

Type of Alcoholic Beverages: N/A

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: Per TSPD

Cones: ☒ How many: Per TSPD

Portable Stage: ☒ Location: Mother Meres Parking Lot (Will provide layout)

Electricity Needed: ☒ Where: Tarpon Ave, Spring Bayou Bulkhead, Spring Blvd., public restroom lot

Public Restrooms: ☒ Hours of Opening/Closing: open until 11:59pm

Street Banners: ☒ Location: City approved locations

Electric Message Board: ☒ Advertising event

Additional City Trash Cans: ☒ Trash Cans and Recycle Bins

Directional Parking Signs: ☒ Locations: Tarpon Ave & in parking lots

Other: Please have sprinklers turned off at Spring Bayou, Craig Park and anywhere we will be. We would like the Table & Chair Trailer- location parked in the parking lot next to Faklis.

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

Yes ☐ No ☐ N/A ☒

If not, when will it be sent: City Event

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

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

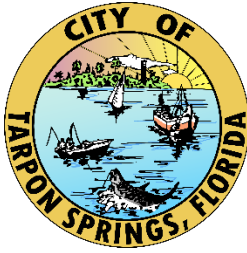
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand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

Ashley Harter

Signature of Applicant

10/3/25

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: October 14, 2025

Re: City of Tarpon Springs Recreation Department
36th Annual Holiday Boat Parade
December 12, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the City of Tarpon Springs Recreation Departments' special event application for the "36th Annual Holiday Boat Parade" on Friday December 12, 2025, through Anclote River and Craig Park Bayou.

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

Background:

The Special Events Committee has approved this event based on past years' events.

Boats will cast off from the Landing at 6:30 p.m. and arrive at Spring Bayou at approximately 9:00 p.m. Trophies will be given out for the best boat decorations. Boats will be operated within all Manatee Protection requirements as outlined in the attached Ordinance No. 2001-36, §5-28.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 9/29/2025

Name of Event: 36th Annual Boat Parade

Date(s) of Event: Friday, December 12th, 2025

Alternate Date(s): none

Hours of Event: 6:30-9pm

Set up/break down time needed: N/A

Type/Purpose of Event: Lighted boat parade through Anclote River and bayous

Location of Event (include map for parade/procession routes with assembly and disband points): Starting at Landing Marina, West through Anclote River to marker 25 back East to South Spur Channel, into Whitcomb Bayou, Terminating in Spring Bayou

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

Other: N/A

Disposition of Proceeds: None, Free Event

Applicant Information:

Name of Organization: Tarpon Springs Recreation Division

Registered Nonprofit Org.: Yes ☐ No ☒

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

Individual to Contact: Duffy Smith (Telephone #) 727-942-5628 (email) dsmith@ctsfl.us

Alternative Contact: Jamie Taylor (Telephone #) 727-942-5628 (email) jtaylor@ctsfl.us

General Information:

Number of Vendors: 0 (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: 30-50 boats Entrance Fee:\$ FREE

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: Band ☒ DJ: ☒ Other: Included w/ Sno-Place

Type & Location of Toilet Facilities: Craig Park Restrooms

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 Boats- 30-50

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: ☐ 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: Please leave open until 10pm

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: Sprinklers to be turned off in Craig Park on December 12th, 2025, from 5-11pm

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: N/A

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

I (we) agree that it is my (our) responsibility to 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.

Duffy Smith

Signature of Applicant

9/29/2025

Date



Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250166-P-AS, Utility Billing Audit Services **(Tom Kiger Public Services Director, Janina Lewis Procurement Services Director)**

Recommendation

Award File No. 250166-P-AS, Utility Billing Audit Services to Berry, Dunn, McNeil & Parker LLC d/b/a BerryDunn, in a total estimated amount not to exceed \$82,500, for the Public Services Department – Utility Billing division.

Background

The purpose of this contract is to provide a third-party audit of the City's utility billing audit system to reduce water loss and identify potential areas for revenue recovery in the billing process. This new standard operating procedure is being implemented as a targeted water loss reduction strategy per best practices from the American Water Works Association (see attached memo). Procurement Services completed the subject RFP and two proposals were received. BerryDunn was selected as the highest-scoring proposer during the evaluation process, earning 90.68 points out of 100 possible points. BerryDunn's proposal demonstrated a high level of expertise and experience in utility billing consulting, customer information systems, and process review across numerous water and sewer utilities nationwide. The requested award amount includes a 10% contingency if the audit findings warrant additional assessment services related to the project.

Funding

FY26 budget; account no. 402-4001-536.3100 – Utility Administration

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: September 29, 2025

To: Janina Lewis, Procurement Services Director

From: R. Thomas Kiger, Public Services Director TK

Subject: Award File RFP # 250166-P-AS, Utility Billing Audit Services to BerryDunn in an amount not to exceed \$82,500.

Recommendation

Award File RFP # 250166-P-AS, Utility Billing Audit Services to BerryDunn in an amount not to exceed \$82,500, to supply professional services for a third-party utility billing audit.

Background

The purpose of this contract is to conduct a third-party audit of the utility billing system to reduce water loss and identify potential areas for revenue recovery in the billing process. This is a new SOP that is being implemented as a targeted water loss reduction strategy per best practices from the American Water Works Association (AWWA).

Since 2023, the water utility has begun conducting annual water audits to identify sources of water loss in the City water system, and develop plans to reduce water loss over time. This is an important operational strategy to improve the financial efficiency of the utility and aid water conservation efforts. One key finding from the annual water loss assessment is the need to conduct periodic reviews of the utility billing process. The goal of this effort will be to examine utility billing operations, analyze billings data and databases, and assess the administrative processes and technology employed to improve utility billing efficacy. These services were procured through a public RFP process, and BerryDunn was selected as the highest-scoring proposer. BerryDunn demonstrated a high level of expertise in utility billing consulting, working with numerous water and sewer utilities around the country on improving billing systems, customer information systems, and operational process review and consulting.

The proposed price for the scope of services is \$74,800, and staff are requesting an additional 10% contingency to be used in the event that the audit findings warrant additional assessment beyond the initial project plan. The goal of this project is to identify revenue recovery opportunities such that this project will not only be self-funding, but identify financial improvements that will result in significant increases in utility revenues from existing operations.

Funding

Funds will be set aside in Utility Administration account 402-4001-536.31 in the FY 2026 budget.

Tabulation of Submittals
For
RFP No. 250166-P-AS
Utility Audit Billing Services
Tuesday, August 26, 2025 @ 3:00 p.m.

Company	Overall Score	Amount
BerryDunn	90.68	\$74,880.00
E-Source Companies LLC	86	\$49,950.00

Broadcast: 687 Planholders: 9 Responses: 2

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

**CITY OF TARPON SPRINGS, FLORIDA
REQUEST FOR PROPOSALS**



**RFP No. 250166-P-AS
UTILITY BILLING AUDIT SERVICES**

ISSUE DATE: July 22, 2025

RESPONSES DUE: August 19, 2025
3:00 P.M. (Local Time)

SUBMIT TO: City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

**CITY OF TARPON SPRINGS
REQUEST FOR PROPOSALS
(RFP) No. 250166-P-AS
UTILITY BILLING AUDIT SERVICES**

The City of Tarpon Springs, Florida ("City") is requesting responses to this Request for Proposals ("RFP"), for utility billing audit services. The City intends to select a single firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise on similar projects are invited to submit a proposal package. The Request for Proposal (RFP) can be obtained from the website at <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Questions regarding this RFP should be directed to Anela Saday, CPPB NIGP-CPP at asaday@ctsfl.us. All questions must be received in writing no later than **3:00 PM, local time, August 01, 2025**, and will be answered via written addendum.

Proposal Submission, Date and Time:
No later than **3:00 PM**, local time, **August 19, 2025**.

RFP No.	250166-P-AS
Project:	Utility Billing Audit Services
Bid Bond:	N/A
Performance Bond:	N/A

Proposals are expected to be submitted electronically. If you elect to respond to this proposal, you must submit the bid electronically through the online services of Bonfire, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact Bonfire to obtain assistance by e-mailing questions to <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>. Solicitation responses uploaded to Bonfire after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

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

The City of Tarpon Springs' staff will evaluate the proposals based on the criteria established in the Request for Proposals. After the ranking is completed, the Board of Commissioners' approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the City, with the top ranked Firm.

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

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

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

The City will not pay any costs incurred by Proposers in the preparation of its proposal or presentations. Proposals may not be withdrawn for 90 days after bid opening. The City reserves the right to reject any and all proposals and to waive minor informalities.

If you elect to respond to this Request for Proposals, **provide one (1) electronic uploaded copy of your proposal to this office by the date indicated.**

Late proposals will be rejected.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Attachments

JL: as

SECTION 1- SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida (City) seeks the submittal of proposals from firms qualified in water and sewer utility billing audits and assessment services. Services shall include review of water and sewer utility billing processes and standard operating procedures, review of water and sewer billing policies, review of utility billing data handling processes, software, and databases, assessment of lost revenue and estimation of non-revenue water lost through systematic billing and reporting errors, assessment of existing utility billing practices, and providing recommendations to reduce non-revenue water, improve revenue capture, and improve billing and metering operations. The Selected Firm shall have experience in the water and/or wastewater industry and a proficient understanding of water loss control programs, non-revenue water, AWWA standards for water audits and loss control programs, utility billing databases, and utility billing standard operating procedures and best practices.

All work must be performed in accordance with applicable Federal, State and Local regulations. Selected Firm shall work with the City's Information Technology (IT) Team to abide by the City's technological standards, guidelines, policies and procedures.

DEFINITIONS

Addendum: A modification of the Bid/Agreements issued by Procurement Services and distributed to prospective Proposers prior to the bid due date and time.

Bid. The written submittal of a Proposer, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Proposer will require for doing so.

Proposer. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Chief Procurement Officer to the Successful Proposer/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract: The written agreement between the City and the Successful Proposer/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Agreements. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Request for Proposals. The term Request for Proposals means a solicitation of formal sealed proposals. The acronym "RFP" means Request for Proposals, the RFP includes the Instructions to Proposers, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed proposals. Price is usually not a primary evaluation factor.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Proposer. The term responsible Proposer means a Proposer who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Proposer. The term responsive Proposer means a Proposer who has submitted a bid which conforms in all material respects to the requirements set forth in the ITB.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

1.1. SCOPE OF SERVICES

1.1.1. BACKGROUND:

Overview

The City provides water, wastewater, and reclaimed water services to its utility service area, with a functional population of approximately 28,800, and approximately 10,000 metered connections. Water and sewer billing are conducted by the City through the Finance Department, with assistance from the City Clerk's Office. The goal of this project will be to conduct an independent third-party billing audit to identify apparent losses in the metering and billing process and make recommendations for improvements to reduce non-revenue water and improve revenue recovery.

All mileage and travel time to and from the job site is not reimbursable. Mileage and travel costs shall be included in the hourly rate quoted for labor in the Proposal. Time spent on technical support services provided to other non-City of Tarpon Springs customers during their visit and/or meals, shall not be included in billable hours worked for City. Invoicing provided by the firm shall be itemized with times/dates of service and submitted to the appropriate Department(s) for payment.

The selected firm shall provide an independent third-party billing audit of the City's water and wastewater billing system. Services shall include but are not limited to:

- a. Assessment of utility billing and collection practices
- b. Operational evaluation of the billing system, data analysis, and bottom-up assessment of apparent water losses in the billing process
- c. Review of billing processes and procedures
- d. Recommendations for improvements to reduce apparent water loss, improve billing accuracy, and recover lost revenues

1.1.2. SCOPE OF WORK

The intent of this RFP is to receive proposals from qualified firms to provide a comprehensive assessment of the City's utility billing and collection services. The selected firm shall provide a project plan to audit the water and sewer utility billing process, for a customer base of approximately 10,000 active utility accounts. Proposers' plans shall be focused on reducing non-revenue water and apparent losses in the utility metering and billing system, and shall substantially conform to the following scope:

1.1.2.1 Audit Utility Billing and Collections

- a. Assess whether utility customers are being properly billed for utility services.
- b. Verify that usage and billing calculations are accurate.
- c. Determine whether utility bills are processed accurately and timely.
- d. Review adequacy and accuracy of meter reading process.
- e. Assess the City's efficacy in recovering amounts owed.

1.1.2.2. Evaluate Current Operations: Conduct an operational audit of the utility billing function and provide recommendations for improvement.

- a. Review processes, procedures, controls, and performance measures for the administration and maintenance of the City's utility accounts and related customer services.
- b. Assess existing utility billing standard operating procedures (SOPs) for sufficiency in ensuring accurate utility billings, and the extent to which the billing process is conducted consistently with the SOPs.
- c. Assess the meter reading, billing, collections, and customer service functions.
- d. Assess practices related to customer consumption and billing trend analysis and intervention.
- e. Identify strengths, weaknesses, opportunities, and challenges.
- f. Identify, define, prioritize, and document core functions.
- g. Evaluate the relationship between the utility billing function and other City functions.
- h. Benchmark the City's performance against industry best practices and against other comparable government agencies.
- i. Recommend metrics by which to assess future operational and financial performance.

1.1.2.3. Data analysis and bottom-up apparent water loss assessment

- a. Conduct an assessment of utility billing data to data identify potential opportunities for non-revenue water recovery, particularly related to non-read or zero-use accounts, seasonal occupancy accounts, and account opening and closing procedures.
- b. Review the potential for systematic data handling errors to contribute to non-revenue water.

- c. Assess database quality and management as it relates to ensuring accurate billing of customer use, fees, and customer classification.
- d. Provide an estimate of annual volumetric losses to systematic data handling errors and an estimate of the annual cost of errors using AWWA guidance.

1.1.2.4. Review processes, procedures, controls, and performance measures for the administration and maintenance of City's utility accounts and related customer services.

- a. Review and evaluate the meter reading, billing and collection processes for efficiency and effectiveness
- b. Make recommendations on improving operations
- c. Review and evaluate the processes for identifying and resolving exceptions
- d. Review utility billing adjustment practices
- e. Review the administration of credit programs (such as leak credits) and estimate the annual cost of such practices
- f. Determine if proper internal controls are in place to comply with city policies and procedures
- g. Review customer payment plan policies and procedures

1.1.2.5. Assess the adequacy of technology, equipment and automated systems to support effective and efficient operations and meet desired levels of service

- a. Assess adequacy of equipment utilized by staff involved in the meter reading, billing and collections processes and their data integration and/or interfaces
- b. Evaluate the adequacy of the city's current automated billing and customer management system to meet the City's current and future operational needs
- c. Identify and recommend industry trends and best practices for meter readers, customer service personnel, etc.
- d. Identify and recommend technology enhancements to achieve desired performance levels

The City currently uses CentralSquare Naviline (municipal enterprise software) for managing the utility billing process and utility accounts and uses Neptune meters and software for metering and meter reading. Currently the City predominantly uses Neptune meters with automated meter reading (T-10 models for residential applications), with roughly 20% older analog meters requiring physical meter reading.

1.2. QUALIFICATIONS

Proposers shall have a minimum of three (3) years of experience in utility billing auditing and developing water loss control plans. Furthermore, proposers shall have qualified staff and capacity to complete the work as specified herein. Selected Firm shall demonstrate the ability to work with the City's current billing system software, including Central Square Naviline (enterprise and utility billing software) and Neptune Technology Group metering software.

a. Technical Competency -

Selected Firm shall show a high level of technical competency in the following areas: utility billing auditing, AWWA water loss control programs, utility revenue recovery, water and

wastewater billing data analysis, and development of apparent water loss control interventions.

1.3. BUDGET

All costs associated with delivering the requested services shall be detailed in the format requested in pricing forms. The City budgeted \$50,000 annually for this project.

1.4. TENTATIVE SCHEDULE*

Solicitation	July 22, 2025
Deadline for Questions	August 01, 2025
Proposal Opening	August 19, 2025
Shortlist	TBD
Interview/Presentations (as applicable)	TBD
Board Approval.....	October 14, 2025

*Dates are subject to change and listed here for planning purposes

SECTION 2 - SPECIAL CONDITIONS

2.1 Intent

The intent of this document is to describe the requirements, terms and conditions for utility billing and collection auditing services for the City of Tarpon Springs.

2.2 Term

The term of this agreement shall be for an initial period of two (2) years from the date of contract execution, with one (1) 1-year renewal option.

2.3 Background Checks

The Proposer shall certify to the City of Tarpon Springs background checks are conducted on all Proposer's employees who will perform any services at City facilities.

2.4 Licenses and Permits

Proposer shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Proposer's performance of this Agreement. Proposer shall provide the City with written evidence of such licenses, certifications and approvals.

2.5 Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the City for a period of three (3) years following expiration or earlier termination of this Agreement.

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any

work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

2.8 Performance

Proposer shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

2.9 Safety Standards

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

2.10 Unauthorized Personnel

The Proposer's employees are not to be accompanied in their work areas on City premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The City of Tarpon Springs prohibits teenagers, minors, or children from working in City-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

2.11 Use of City Property, Facilities and Equipment

The Proposer shall not use City facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The City telephones shall be used only for medical emergencies or to call City representative(s). If used, a notice of use shall be provided to the City Representative when no City employees are on site.

2.12 Damage

Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Proposer, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or

condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

Proposer shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the project manager, and shall not unreasonably encumber the premises with its materials. Proposer shall take all measures necessary to protect its own materials.

2.15 Clean-up

At the end of each working day, Proposer shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Proposer shall leave the work site in a neat and presentable condition.

2.16 Non-Exclusive

Award of this Agreement shall impose no obligation on the City to utilize Proposer for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

2.17 Relationship of Parties

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the City and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the City or Proposer, shall be deemed to create any relationship other than the relationship of independent Proposers and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the City under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the City and shall not hold itself out as such.

2.18 Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance of Proposer's obligations under this Agreement shall not be permitted without the prior written approval of the City. Proposer shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. In the event that work is subcontracted, the Proposer retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

Notwithstanding any such subcontracting, Proposer shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

2.19 Equipment Storage Space

Equipment storage space and maintenance areas shall be provided by the City. Although provided by the City, it will be the responsibility of the Proposer to keep the area neat and clean at all times.

2.20 Purchase Agreement

The successful Proposer shall be issued an agreement, which by reference, incorporates all terms and conditions as set forth in this RFP, any Addenda issued, and the Proposer's response.

The Purchase Order, RFP document, any Addenda issued, and the Proposer's response shall constitute the entire Agreement between the City and the successful Proposer.

Proposer shall reference the Purchase Order number on any invoice submitted to the City for payment.

2.21 Termination of Contract

The City of Tarpon Springs reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the City to be in breach of any of the terms and conditions of this Agreement;
- b. The City has determined that such termination will be in the best interest of the City to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The City's obligation is contingent upon the availability of appropriated funds.

SECTION 3 - PROPOSAL REQUIREMENTS

3.1. Required Format

- a. The electronic version of the proposal shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested in this Section IV, Proposal Requirements. The electronic version of Proposer's proposal submission should be a continuous document in one file, a separate file for the Pricing Proposal, and shall clearly identify the Proposer and the RFP number. The proposal should be individually tabbed for each of the sections listed below and be consecutively page numbered.
- b. The following is an explanation of the minimum information that should be included in each of the sections. Proposals must conform to this format.
- c. Total RFP submittal shall be limited to 40 pages or less, excluding City documents.

Title Page: (Non-scored)

The title page shall show the request for proposal's subject, title and proposal number; the firm's name; address and telephone number of a contact person; and the date of the proposal.

Tab 1. Transmittal Letter (Non-scored)

Responses limited to one page. The cover letter must include the full legal name of the firm; a brief summary of the proposing firm; a statement of the Proposer's understanding of the scope of services to be provided; the address of the office conducting the service and of the office administering the Agreement, the names of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses, telephone

numbers, and e-mail addresses. The cover letter must be signed by an authorized official of the company, preferably the President. Proposer shall provide proof with its offer of signing authority for any official who signs the cover letter other than the President.

Tab 2. Table of Contents (Non-scored)

The table of contents must include a clear identification of the material, by section and by page number.

Tab 3. Price (10 points) (Upload separately from main proposal)

Pricing is scored by Procurement; should be clearly marked Tab 3 – Price and submitted in a separate file from the Proposal submittals. Proposers are to submit their pricing separately from their main proposal. The grand total for the contract term will be used to score the pricing points.

Calculation of points for cost will be completed as described in the following EXAMPLE using the sum of the total cost.

	Proposal Cost	Lowest Cost Proposed	% of Low	Multiplier	Total Points Assigned
Company #1	\$100,000	\$100,000	100.0%	25	25
Company #2	\$108,000	\$100,000	92.6%	25	23
Company #3	\$120,000	\$100,000	83.3%	25	21

Tab 4. Relevant Previous Experience (30 points)

Include in this section a summary of the Proposer's relevant experience with water and wastewater utility billing audits and water loss control, and a description of how the Proposer's relevant experience would benefit the City. Firm must have successful experience with multiple projects of similar scope and size in the municipal water and wastewater industry. This section shall also include a list of up to five (5) current or previous client references, including contact information.

Tab 5. Project Implementation and Schedule (30 points)

Include in this section a preliminary project implementation plan. Detail key project elements, tasks, and deliverables with a preliminary schedule. Demonstrate how the project will interface with city staff and what types of analysis, methods, and recommendations the Proposer would use to achieve the project goals.

Tab 6. Qualifications of Key Personnel (30 points)

Include in this section a list of key staff that will be working on this project, along with the relevant experience of each. Respondents shall submit a resume of no more than two (2) pages per individual. The Firm should demonstrate a high level of technical competency on the project team and how the project team skills contribute to effective auditing of billing systems and the implementation of effective SOPs to control apparent water losses and achieve revenue recovery.

Tab 7. City Forms and Documents Applicable to the Solicitation (Non-scored)

Additionally, respondents shall complete and execute the forms specified in Section 6 and found on the designated pages in this RFP and shall include all other information as necessary in this section. Include certification if your firm is a Certified Minority Disadvantaged Business Enterprise (MDBE/WBE), certification of professional liability insurance, W-9, and business license.

SECTION 4 - EVALUATION OF PROPOSALS**4.1. Evaluation of Proposals**

The City endeavors to maintain strict confidentiality and objectivity throughout this procurement process to the extent allowed by law. Thus, Proposers shall in no way attempt to communicate with City staff, Board of Commissioners, and other key project stakeholders except as outlined in the RFP.

Proposals will be evaluated and scored by the committee, per the criteria outlined herein. As part of the evaluation process, the City will also take into consideration the responsiveness and responsibility of the Proposers. The criteria for responsiveness and responsibility are as follows:

4.1.1 Responsiveness: The City will determine whether the Proposal complies with the instructions contained herein, including completeness, submission of all required forms, adherence to response format instructions, compliance with minimum qualifications, etc.

4.1.2 Responsibility: The City will determine whether the Proposer is one with whom it can or should do business. Factors that the City may evaluate to determine “responsibility” include, but are not limited to: past performance on projects for the City of Tarpon Springs and outside agencies, references (including those found outside the Proposal), compliance with laws (including tax laws), Proposer’s record of performance and integrity (including delinquency, unfaithfulness, legal qualification to enter into a contract, financial stability, perceived ability to completely perform as specified, etc.), financial resources, facilities, equipment, and personnel (including that of subcontractors). City staff may also utilize Duns & Bradstreet and/or any generally available industry information. The City will determine whether any failure to supply information, or the quality of the information provided, will result in rejection.

4.2. Evaluation Committee

A City Evaluation Committee (“CEC”) shall be established by the City Manager (or designee). The City Manager (or designee) shall approve the members of the CEC. The selection committee will be made up of no less than three (3) members that, will evaluate, score, and rank the responses relative to their qualifications, approach, and ability to provide services to best serve the needs of the City.

Such other City staff person(s), attorneys or outside consultants may, as deemed appropriate by the CEC Chair, may also be requested or allowed to attend CEC meetings for the purposes of assisting/advising CEC members, monitoring the evaluation process, or for any other reason determined by the Chair to be in the City’s best interests.

Where the City Manager determines (due to a lack of in-house expertise, the existence of a cooperative procurement effort, the availability of an individual with unique expertise, the source of project funding, or other good cause) that it is in the City's best interests, an employee of another governmental agency may be asked to serve on the CEC.

CEC members shall not receive any compensation for serving in that role apart from their normal City compensation (as to City employees) or such compensation as they are provided by their employing agency (as to members from other agencies).

The City's procurement staff, working as needed with the City Attorney's Office, will ensure appointed CEC members are informed of the applicability of Florida's Sunshine, Ethics, and Public Records laws apply to their service (including their communications with each other) so as to ensure those laws are complied with by the members. CEC members shall not solicit nor accept anything of value from any Firm or agent of a Firm, including a gift, loan, reward, promise of future employment, favor, or service, and shall report any offers of same to the Manager.

The City's procurement staff assigned to assist the CEC will serve as its facilitator, will take minutes of the meetings, and will ensure the CEC's records, meeting notices and minutes, are maintained within the RFP's file.

The Evaluation Committee will develop distinct final ranking list. The Evaluation Committee will then report its recommendations to the Procurement Services Director who will recommend that Proposer(s) to the City Board of Commissioners and seek to enter into Agreement with the selected Proposer(s). The City will enter into an agreement with the Proposer(s) that is selected by the Board of Commissioners to best meet the needs of the City.

4.3. Proposal Clarifications

The Evaluation Committee members will determine if any additional clarifications regarding any and all portions of a Proposal for any of the Proposers are necessary. If additional clarification is deemed necessary, these clarification requests will be submitted to the Proposers in writing. Proposers will have a minimum of five (5) business days to provide a response to the clarification request correspondence.

Proposers are notified that responses to the clarification requests will be considered in the final rankings and may be included in the final Agreement.

4.4. Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

CRITERIA MAXIMUM POINTS

Title Page - 0 points

TAB 1 – 0 points - Transmittal Letter
TAB 2 - 0 points – Table of Contents
TAB 3 - 10 points – Price (Upload separately from main proposal)
TAB 4 - 30 points – Relevant Experience/References
TAB 5 - 30 points – Project Implementation and Schedule
TAB 6 - 30 points – Qualifications of Key Personnel
TAB 7 - 0 points - City Forms and Other Documents Applicable to the Solicitation
TOTAL 100

4.5. The Selection Committee's Recommendation

The proposals will be evaluated based on the factors set forth in the RFP and may be reduced to three (3) or fewer Proposers. Discussions may be conducted with these Proposers to further clarify the City's requirements and the Proposer's proposals. Proposers may be required to make presentations.

The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. This provides an opportunity for the Proposers to clarify or elaborate on their Proposal. This is a fact finding and explanation session only and does not include negotiation. The City's Procurement Services Department will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of the City and may or may not be conducted. A specific time schedule will be established after the Proposals are received and reviewed. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation, utilizing the same evaluation criteria detailed herein.

Written notification of the Selection Committee's ranking of the proposals will be published online and made available to Proposers.

SECTION 5 – ADMINISTRATIVE REQUIREMENTS -INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

5.1. Preparation of the RFP

Proposers are expected to examine this RFP and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. The Proposer shall print or type the Proposer's name, address and telephone number on the face page, and each continuation sheet must be identified with Proposer's name.

The Proposers shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

5.2. Submission or Receipt of Proposals

Proposal is to be submitted electronically through the ebidding process via, Bonfire.

Facsimile or e-mail proposals will not be considered. Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature. This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this proposal, the Proposer agrees that its signature will have the same legal effect as an original ink signature.

5.3. Right to Reject Proposal

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The City will not pay any costs incurred by any Proposers in the preparation of proposals or presentations.

5.4. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through Bonfire:

(<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>). **Responses will not be made to questions submitted after the deadline.**

5.5. Acceptance of Offer

The signed proposal shall be considered an offer on the part of the Proposer.

5.6. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

5.7. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Services Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Agreement. The City will not be responsible for any oral instructions, clarifications, or other communications.

5.8. Disqualification

The City reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

5.9 Mistakes

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to

examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

5.10. Taxes

The City does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. The Tax Exemption Number is 85-8012621696C-2.

5.11. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful Proposer to notify the City of Tarpon Springs at once, indicating in writing the specific regulation which required an alteration. City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to City.

5.12. Advertising

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

5.13. Excess Reprocurement Liability

Contractor shall be liable to City for all expenses incurred by City in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by contractor shall be limited to the excess over the agreed upon price.

5.14. Waiver of Breach

No waiver of any breach of this agreement shall be held to be a waiver of any subsequent breach of this agreement.

5.15. Entire Agreement

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable, and the contract shall be treated as though that portion had never been part of this agreement.

5.16. Execution of Agreement

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved Agreement has been received by the successful Contractor. The Agreement shall not be considered binding upon the City until it has been properly executed.

5.17. Proposer Expenses

The City is not responsible for any expenses that Proposer may incur in preparing and submitting responses called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations.

5.18. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

PUBLIC RECORDS CUSTODIAN

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

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

5.19. Compliance with Laws

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

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

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

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

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

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

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

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

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and

warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

5.20. Governing Law; Consent to Jurisdiction

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

5.21. Attorney's Fees

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

5.22. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

5.23. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Contractor against the City of Tarpon Springs and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

5.24. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.25. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.26. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP.

5.27. Non-budgeted Funds

In the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence, and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

5.28. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

5.29. Assignment

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

5.30. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

5.31. Cooperative Use of Contract

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

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

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

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

SECTION 6 – PROPOSAL FORMS

Vendor Information
Non-Collusion Affidavit
Drug Free Workplace Certification
Lobbying and Conflict of Interest
E-Verify Certification
Scrutinized Companies Certification
Human Trafficking Affidavit

PROPOSAL FORMS
250166-P-AS. Utility Billing Audit Services

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: ___ Federal Tax ID ___ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:

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

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____

- (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any

agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

- 4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer: _____(signature)

**RFP No. 250166-P-AS
UTILITY BILLING AUDIT SERVICES
COST PROPOSAL/PRICING SUMMARY**

Having become familiar with the scope of services, and having reviewed the City's terms and conditions throughout this RFP and the sample contract, the undersigned proposes to complete execution of the services at the cost proposed herein. All costs submitted are ceiling rates inclusive of any fees associated with the services. The cost shall remain firm for the entirety of the project and resulting contract.

Note: Supplemental Services, the City may have additional services that may be included in the project, this will not be included in the assigned points that are allotted for the Cost Proposal

TASK No.	DESCRIPTION	JOB CATEGORY	Hourly Rate	Total Hours	Total Cost (\$)
1	<i>SITE VISIT (example)</i>	<i>DIRECTOR</i>	<i>205.00</i>	<i>2</i>	<i>\$410.00</i>
	Total Fees (used for determining points)				\$

Supplemental Services (please list any position title and hourly rate for individuals that may be assigned) Position Description:	FEES
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Company: _____

Authorized Representative Printed Name: _____

NON-COLLUSION AFFIDAVIT

I, _____, depose and say that:

1. I am _____ of the firm of _____, the firm submitting the response described in this Request for Proposals for: RFP No. 250166-P-AS, Utility Billing Audit Services, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: _____ Date: _____

STATE OF: _____ CITY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of 202__.

NOTARY PUBLIC

My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

Signature: _____

Company: _____

Name: _____
(Typed or Printed)

Address: _____

Title: _____

Phone No: _____

E-Mail: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee”.

Signature _____

Date: _____

STATE OF: _____ CITY OF: _____
Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC

My commission expires: _____

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

MINIMUM INSURANCE REQUIREMENTS

1. Insurance

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

A. General

As part of its proposal, the respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the respondent.

The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the respondent's interests or liabilities but are merely minimums.

If requested by the City, the respondent shall furnish complete copies of the respondent's insurance policies, forms, and endorsements. Except for workers' compensation, the respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

i. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

ii. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance, or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

iii. Workers Compensation Coverage

The respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

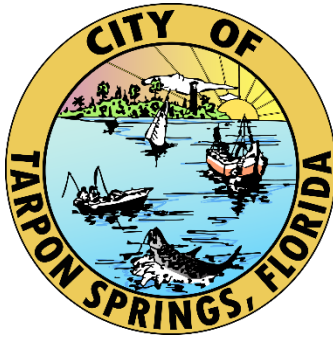
The respondent shall also purchase any other coverage required by law for its employees.

iv. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the respondent shall be considered primary.



CITY OF TARPON SPRINGS, FL

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

August 7, 2025

RFP #250166-P-AS Utility Billing Audit Services Addendum One (1)

The purpose of this Addendum is to answer the following questions and change the submission deadline:

FROM: AUGUST 19, 2025 AT 3:00 PM
TO: AUGUST 26, 2025 AT 3:00 PM

QUESTIONS/ANSWERS

- Q1: How many connections are you currently managing? (residential, commercial, industrial, etc.)
- A1: Approximate total metered connections are provided below from 2024 annual reporting:
8,755 Residential Connections (including irrigation meters, and multi-family)
875 Commercial/industrial connections
277 Connections - Other account types (recreation/aesthetic, municipal/utility uses, etc.)
Overall, there are approximately 10,000 metered connections overall.
- Q2: Which utility services do you provide – water, electric, gas, sewer, solid waste, wastewater, or anything else?
- A2: Water, sewer, and public access reuse will be the focus of this effort. The City also bills solid waste and stormwater fees through the billing system.
- Q3: What systems are you currently using for CIS/Meter data/Billing? GIS, AMR/AMI, accounting, and payments provider? How long have you had them? Any other integrations we should keep in mind?
- A3: Neptune 360 for billings and Naviline for customer database management. These have been in place for over ten years. Enco is a third-party bill printing and mailing service.
- Q4: Would you be open to trying our no-cost trial program for 4 to 8 weeks?
- A4: No
- Q5: When does your contract come up for renewal and what does your typical approval process look like?
- A5: This will be the first contract issued for third-party billing audit services by the City.

Addendum 1

- Q6: On page 6 of the City's RFP, Section 1.1.2.2.g, a) can the City further explain what is meant by "Evaluate the relationship between the utility billing function and other City functions," and b) can the City identify the functions and/or other departments that would be evaluated?
- A6: Currently utility billing is in the finance group. They integrate with the meter repair shop in utility operations. Meter reading is conducted by the meter readers in the finance group. There is some interaction on new construction via the building department for new account creation. The City Clerk's office handles bill payment and collections. An overall project goal is to evaluate the steps in the billings process to ensure accurate billings and revenue capture. Efficiency recommendations to improve the process will also be considered.
- Q7: Is the City on the latest version of Central Square/Naviline?
- A7: Yes. Version 9.1.25.1.
- Q8: Has the City a) fully converted to a Neptune AMI system, including establishing the network, Neptune360 MDMS, and all MIUs reporting via AMI network? and b) if some are read via drive-by or AMR, what percentage or count?
- A8: We have not converted to AMI. The current meter population is roughly 70% Neptune radio-read meters (drive-by reading), with the balance being physical analogue meters. All billing is done through Neptune 360.
- Q9: Is there a preferred timeline or deadline for completion of the audit?
- A9: The City would prefer to have preliminary findings or direction within 3 months, with detailed investigation completed within 6 to 9 months. The City is also flexible on this schedule depending on the audit and targeted investigative techniques proposed.
- Q10: Does the City expect a full forensic audit of billing records, or a sample-based review?
- A10: The City anticipates a targeted sampled based review based on water audit results and preliminary findings.
- Q11: Will the City provide access to historical billing data, system logs, and audit trails for analysis?
- A11: Yes.
- Q12: Are there specific billing anomalies or concerns that prompted this RFP (e.g., customer complaints, revenue shortfalls)?
- A12: The City has assessed that apparent losses could be significant through the completion of annual water audits, resulting in revenue loss. Staff have observed long-running non-use on commercial accounts that appear to be active businesses (12+ months of no volumetric use). Other anomalies observed include: non-reading of municipal accounts, estimated billings for multiple months for large commercial accounts, seasonal variation in non-revenue water trends, and meter reading discrepancies on compound meters. The billing adjustment process is a particular concern due to lost revenue.
- Q13: Will the audit include physical inspection of meters or rely solely on system data?
- A13: System data will be the primary focus of this effort. Meter accuracy testing is not included. However, some field activities to assess billing practices or address items identified through billings analysis can be included.
- Q14: Are there known issues with meter accuracy, tampering, or data transmission?
- A14: Meter accuracy is a concern, particularly with older meters. No known data transmission errors have been identified. The annual water audit and some bottom-up loss assessment

indicates significant potential for systematic billing and reporting errors. Long-running billing estimation and zero-consumption reporting have been identified as concerns.

Q15: Is the City planning any upcoming system upgrades or replacements that should be considered in the audit?

A15: None currently.

Q16: Would the City be open to a response that addresses specific portions of the scope but not the full scope?

A16: Potentially, all submittals will be scored based on the services proposed.

Q17: Does the City have a preferred timeline for this initiative?

A17: The City would prefer to have preliminary findings or direction within 3 months, with detailed investigation completed within 6 to 9 months. The City is also flexible on this schedule depending on the audit and targeted investigative techniques proposed.

Q18: Would the City exclude a proposal end page from the 40-page limit?

A18: No

Q19: Would the City allow resumes in an appendix outside of the 40-page limit?

A19: No

A20: If the City is unable to post its Q&A by close of business August 4, would the City grant a one-week extension so that we can develop the strongest possible proposal that is responsive to the City's needs?

A21: Yes. The revised deadline will be August 26, 2025.

All other requirements, terms and conditions remain the same.

Copies of the plans and specifications may be obtained through Bonfire:

<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>

PROPOSAL

TECHNICAL PROPOSAL TO:

City of Tarpon Springs

RFP NO. 250166-P-AS

UTILITY BILLING AUDIT SERVICES

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102
207.541.2200

Seth Hedstrom, Project Principal

Berry, Dunn, McNeil & Parker, LLC
shedstrom@berrydunn.com
207.541.2212

Lauren Brown, Project Manager

Berry, Dunn, McNeil & Parker, LLC
lauren.b.brown@berrydunn.com

Proposal Submitted On:

August 26, 2025 before 3:00 p.m. ET

Tab 1. Transmittal Letter

August 26, 2025

City of Tarpon Springs, FL
Janina Lewis, Procurement Services Director
PO Box 5004
Tarpon Springs, FL 34688

Dear Janina Lewis:

On behalf of Berry, Dunn, McNeil & Parker, LLC ("BerryDunn," "we," "our"), I am pleased to submit this proposal in response to the City of Tarpon Springs's (the City's) request for proposals (RFP) Number 250166-P-AS for Utility Billing (UB) Audit Services. We have read the City's request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for 90 days from the submission deadline of August 26, 2025, before 3:00 p.m. EDT.

BerryDunn is a nationally recognized professional services firm headquartered in Portland, Maine, with 10 office locations. We are focused on **inspiring organizations to transform and innovate** and have preserved our reputation for excellence throughout our 51-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. We proudly tailor each of our projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including City staff and constituents.**

As it relates to the requested UB services, we would like to highlight the following unique attributes offered by our proposed team:



Extensive experience with CentralSquare products, including Naviline



Team members who work exclusively with local government clients, including those delivering municipal utilities



Subject matter experts (SMEs) with decades of utility and project management experience



Expertise in utility software and technologies

We appreciate the opportunity to propose, and the time and consideration taken by the City to review our submission. As a principal in and leader of BerryDunn's Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. Proof of my signing authority can be found in **Appendix A. If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.**

Sincerely,



Seth Hedstrom, Project Principal

Berry, Dunn, McNeil & Parker, LLC
BerryDunn, 2211 Congress Street, Portland, ME 04102
Tel: 207.541.2212 | Email: shedstrom@berrydunn.com

Berry, Dunn, McNeil & Parker, LLC

Authorized Personnel:

Seth Hedstrom, Principal
shedstrom@berrydunn.com
207.541.2212

Headquarters Location

2211 Congress Street
Portland, ME 04102

Tab 2. Table of Contents

SECTION	PAGE
Tab 1. Transmittal Letter	2
Tab 2. Table of Contents	3
Tab 3: Price	4
Tab 4: Relevant Previous Experience	4
Tab 5: Project Implementation and Schedule	13
Tab 6: Qualifications of Key Personnel	24
Tab 7: City Forms and Documents Applicable to the Solicitation	34
Appendix A. Certificate of Vote	43

“BerryDunn” is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.

Tab 3: Price

As requested in the City's RFP, we are submitting our price proposal separately.

Tab 4: Relevant Previous Experience

Firm Overview

BerryDunn is a nationally recognized professional services firm focused on inspiring organizations to transform and innovate. With 79 principals and 36 owners, BerryDunn employs more than 990 staff across 10 offices nationally.

Our Consulting Services Team employs more than 400 staff and has been serving state, local, and quasi-governmental agencies for over 30 years. From extensive project experience for more than 900 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the City on this initiative. These include:

- **Business Process Reviews**
- **Organizational, Operational, and Staffing Analyses**
- **Cost of Service and Fee Studies**
- **IT Assessments**
- Software Planning and Procurement
- Software Implementation Project Management and Oversight
- Organizational Change Management
- Performance Analyses Enterprise and Departmental Strategic Planning
- Leadership and Organization Development
- Master Planning
- Project Assessments and Remediation
- IT Strategic Planning

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting more than 500 local government clients in solving some of their biggest challenges and planning for success. Our consultants have experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Figure 1: Local Government Practice Group Specialization



Our Highly Specialized Community Development and Utility Operations and Enterprise Digital Transformation Practice

Of note to the City, our dedicated **Community Development and Utility Operations (CDUO)** and **Enterprise Digital Transformation (EDT) Practices** will serve the City on this initiative. Our CDUO practice group has firsthand understanding of utilities operations and service delivery—specifically stormwater, water and wastewater treatment, meters, water distribution and wastewater collection, administration, customer service processes, fleet and facilities. They support the full cycle of utility and public works service delivery from software system assessment and replacement, billing and collections assessment, collections evaluation and cost recovery, capital improvement planning, work order and asset management, workforce development and organizational assessments. The practice group includes former utilities, public works, and community development leaders with decades of public-sector and consulting experience; knowledge of American Water Works Association (AWWA), American Planning Association (APA), American Public Works Association (APWA), and Effective Utility Management (EUM) Framework best practices; and relevant certifications including Project Management Professional® (PMP®) certifications through the Project Management Institute® (PMI®).

We adhere to industry best practices as outlined by groups such as the AWWA, APWA, U.S. Environmental Protection Agency (EPA), National Association of Clean Water Agencies (NACWA), Smart Water Networks Forum (SWAN), U.S. Water Alliance, and Water Environment Federation (WEF). We will also consider best practices as outlined by regional agencies.



Our EDT Practice focuses on providing advisory services that address clients' technological and business process modernization needs. The EDT Practice offers more than 30 years of relevant consulting experience, as well as firsthand insights gained from team members' prior experience serving within local government organizations. Leadership and SMEs within the EDT Practice are aligned with focus areas that allow them to specialize and offer customized approaches based on a client's geographic area and community, size and resources, technical environment, stakeholder groups, and industry. For instance, our experience with utility projects, our familiarity with CentralSquare Naviline, Neptune 360, and work with clients of similar size will benefit the City on this work effort. These consultants also hold PMP® certifications through PMI®.



BerryDunn Bridge and Our Independence

BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community. BerryDunn Bridge provides opportunities to share our clients' needs with the software vendor community and gain

knowledge of upcoming technological trends, recent product developments, and find target markets for software providers. As a result of this program, we can best serve our clients and pass on our knowledge gained—including modern software system capabilities not currently being utilized or perhaps even previously contemplated by our clients

Commitment to the State

The City will benefit from BerryDunn's demonstrated commitment to serving public-sector clients in the State. We have developed a strong understanding of the public-sector landscape in the State through recent or ongoing consulting engagements with the clients listed below.

- 
- Alachua County
 - BHG Financial
 - City of Apopka
 - City of Aventura
 - City of Boca Raton
 - City of Bonita Springs
 - City of Boynton Beach
 - City of Cape Coral
 - City of Cooper City
 - City of Coral Springs
 - City of Fernandina Beach
 - City of Fort Lauderdale
 - City of Gainesville
 - City of Groveland
 - City of Hallandale Beach
 - City of Homestead
 - City of Largo
 - City of Lauderdale Lakes
 - City of Lauderhill
 - City of Margate
 - City of Miami Beach
 - City of New Smyrna Beach
 - City of North Lauderdale
 - City of Orlando Auditor's Office
 - City of Ormond Beach
 - City of Palm Coast
 - City of Parkland
 - City of Port Orange
 - City of Port St. Lucie
 - City of Sanibel
 - City of Sarasota
 - City of Tampa
 - City of Zephyrhills
 - College of Central Florida
 - Collier County
 - Hillsborough County
 - Manatee County
 - Martin County
 - Miami-Dade County
 - Monroe County
 - Northwest Florida State College
 - Pasco County
 - St. John's County
 - Suwannee County
 - Tampa Port Authority
 - Town of Davie
 - Town of Jupiter
 - Town of Longboat Key
 - Treasure Coast Hospice
 - University of Florida
 - Village of Palm Springs
 - Village of Pinecrest

Relevant Experience

Our team's expertise in UB current state and process reviews was honed through years of partnering with public utilities to modernize their operations. As vendor-neutral advocates, we are uniquely positioned to represent our clients' best interests, helping ensure that every recommendation, configuration, and implementation decision is driven by functionality, value, and long-term sustainability, not vendor influence.

BerryDunn offers a broad range of consulting services to municipal water utilities, public works departments, and municipal operations. We understand the complexity of the services public utilities provide, the stakeholder groups involved, and the systems and processes that affect service delivery.

Table 1, below and on the following pages, presents highlights of our relevant experience for the City's review.

Table 1: Utilities, Public Works, and Related Experience Highlights

Client	Worked Performed
Athens-Clarke County, Georgia	Water Utility Customer Information System (CIS) Software Implementation
Aurora Water, CO	CIS Consulting and UB Implementation Project
City of Allen, TX	UB Project Oversight
City of Amarillo, TX	UB/CIS System Assessment, Selection, Process Review, and Implementation Service
City of Biddeford, ME	Wastewater Billing Process Review
City of Boca Raton, FL	UB System Selection and Implementation Assistance
City of Boston, MA	Business Process Mapping and Improvement of Right-of-Way Coordination and Management
City of Bozeman, MT	Engineering Plan Review Fee Review Study, Infrastructure Review Fee Study
City of Broken Arrow, OK	Asset Management, and UB System Implementation Project Management
City of Buckley, WA	Comprehensive Review of Utility Bills
City of Cedar Park, TX	Public Works and Utilities Staffing Model Analysis
City of College Station, TX	Enterprise Resource Planning (ERP) Assessment, Business Plan, System Replacement, and Implementation Project Management for Integrated Finance, UB, Community Services, and HR System
City of Denton, TX	Enterprise Asset Management (EAM) System Needs Assessment and System Selection Assistance
City of Grants Pass, OR	ERP Consulting Services including CIS and UB System Replacement
City of Irvine, CA	Asset Management and Work Order Needs Assessment and System Selection Assistance
City of Issaquah, WA	UB Implementation Project Management Assistance
City of Irvine, CA	Asset Management and Work Order Needs Assessment and System Selection Assistance
City of Kirkwood, MO	ERP Project Management Consulting Services, including UB, Finance, HR, and Permitting and Licensing
City of Mansfield, TX	Community Development (CD) and Work Order Needs Assessment and System Selection Assistance

Client	Worked Performed
City of McKinney, TX	Work Order System Needs Assessment, Selection Assistance, Process Diagramming, and Implementation Project Management
City of Midland, TX	UB System Needs Assessment
City of North Lauderdale, FL	UB System Implementation Project Management
City of Pearland, TX	Facilities Division Staffing Study Services
City of Philadelphia, PA	Philadelphia Water Permit Tracking Replacement System
City of Richland, WA	UB Process Analysis
City of Rockville, MD	CD and Work Order Business Process Mapping, Analysis, and Training
City of Santa Fe, NM	UB System Implementation Project and Point-in-Time Assessment
City of Sioux Falls, SD	EnerGov Review
City of South Jordan, UT	ERP System Selection and Implementation Oversight
City of South Portland, ME	Delineation of City Services (Including Public Works and Water Resource Protection)
City of Surprise, AZ	UB Implementation Project Management
City of Villa Park, CA	Public Works, Engineering, Planning, and Building Fee Study
City of West Jordan, UT	ERP/CD System Selection
City of Westfield, MA	Public Works Management and Operations Study
City of Wilmington, NC	Work Order and Asset Management, UB, and Permitting Implementation Project Management
Coachella Valley Water District, CA	ERP Project Management Office Services
Hawai'i County, HI	Department of Public Works Standard Operating Procedures Update
Irving Water, TX	ERP and UB System Selection and Implementation
Jefferson County, LA	Public Works Work Order Software and Business Process Improvement Project
Texarkana Water Utilities, TX	Business Continuity and Disaster Recovery Strategic Plan
Town of Smithfield, RI	Public Works Organizational Assessment, Water and Sewer Rate Study, UB Analysis
Union County, North Carolina	System Selection Services for CIS Replacement Project

Technical Competency

In Table 2, we highlight our technical competencies as they relate to past projects and the City's scope of work.

Table 2: Technical Competencies

	UB Assessment	AWWA Water Loss Control Program	Utility Revenue Recovery	Water and Wastewater Billing Data Analysis	Development of Apparent Water Loss Control Interventions
Athens-Clarke County, GA	✓			✓	
City of Amarillo	✓	✓	✓	✓	✓
City of Denton, TX	✓			✓	
City of Irving, TX	✓			✓	
City of Issaquah,	✓			✓	
City of North Lauderdale, FL	✓			✓	
Town of Apex, NC	✓	✓	✓	✓	✓

References

The greatest testament of our high-quality work is the expressed satisfaction shared by our clients. Below, we describe and provide contact information for several recent projects for the City's consideration. These clients can speak well about the quality and satisfaction we deliver on comparable engagements.

City of Denton, TX
UB/CIS Feasibility Study
 08/2021 – 08/2022

Leisha Meine, Chief Technology Officer
 940.634.9278 | leisha.meine@cityofdenton.com
 215 E McKinney Street Denton, TX 76201



The City retained BerryDunn to assess its software systems and identify future software needs. Building on insights from the City's ERP assessment project, this initiative focused on evaluating the City's UB system, determining its CIS needs, and reviewing other supporting tools and technologies in use. In addition to ongoing project management, we conducted a current state assessment, issued a request for information (RFI) focusing on how vendors could address identified system and process challenges while meeting the City's requirements, and developed a market research memo identifying current market considerations and providing the City with insights necessary to move through the remaining portion of the assessment process. We assisted the City in planning for and facilitating vendor demonstrations, and conducted a debrief survey to solicit feedback from participants of desired functionality to be included in a future system. We compiled an action plan memo to capture and present a recommended course of action for the City as it relates to achieving its desired future UB/CIS systems environment, and presented an outline of the process, outcomes, and recommended steps in an executive summary presentation. BerryDunn identified four improvement paths the City should consider to modernize its UB/CIS environment, ranging from maintaining the current systems to fully replacing or integrating UB/CIS functionality within a larger ERP procurement effort. To help with decision-making, we provided the City with a consistent template that highlighted the description, benefits, limitations, resource implications, expected implementation timeline, and recommended actions. This format allowed the City to clearly compare the opportunities and trade-offs of each potential approach.

City of Amarillo, TX
UB Assessment, System Selection, and Implementation Project Management
 08/2021 – Present

Laura Storrs, City Manager and Chief Financial Officer
 806.378.6207 | laura.storrs@amarillo.gov
 601 South Buchanan Street, Amarillo, Texas



The City of Amarillo retained BerryDunn to conduct an evaluation of the various applications currently in use throughout the City against business needs and best practices in municipal agencies. The focus of this project was to identify, define, evaluate, and plan for the replacement of the existing ERP system software (JD Edwards) as well as for applications that support related business processes. Through our assessment, it was discovered that revenue collection had decreased following a utility rate change. This UB data and operations assessment revealed gaps in how technology supported operational processes, including loss of revenues, prompting the City to retain BerryDunn for system procurement and implementation support. We are currently helping manage the integration between Workday, the UB system, and point-of-sale system for walk-up payments and their online payment processing vendor. We are also assisting with change management and working with the City's communications department to develop community messaging around the upcoming changes.

City of Irving, Texas
ERP Replacement and Feasibility Study,
Selection, and Implementation
08/2016 – 08/2021

David Cardenas, Business Manager
972.721.2637 | dcardenas@cityofirving.org
825 W. Irving Blvd. Irving, Texas 75060



The City of Irving sought to replace its current ERP (Banner) and UB (Harris inHANCE) applications with more modern systems. The City hired BerryDunn to conduct a system needs assessment and feasibility study for the replacement of the ERP and UB systems. Through this study, we identified gaps between the City's current and desired "to-be" environment and helped develop requirements and an RFP to procure a new vendor. We facilitated the City's evaluation process, including conducting scoring meetings with the evaluation team, coordinating and facilitating vendor demonstrations, and preparing the City for reference checks and site visits with the preferred vendor. The City evaluation team selected ERP software from Tyler Technologies and UB software from Systems and Software, a Harris company. Following vendor selection, BerryDunn was retained to manage the implementation, acting as the City's liaison with vendors. Our responsibilities included status reporting to the Executive Steering Committee, facilitating configuration and business process decisions, facilitating user acceptance testing (UAT) and end-user training (EUT), and planning for production cutover.

Town of Apex, North Carolina
UB Process Review
11/2024 – Present

Shawn Purvis, Deputy Town Manager
919.249.3302 | shawn.purvis@apexnc.org
73 Hunter Street, Apex, NC 27502



The Town provides a full range of public utility services, including water, sewer, electric, stormwater, refuse, yard waste, and recycling. BerryDunn was retained to conduct a UB process review following a security incident that interrupted operations and resulted in feedback from community members concerned about billing inconsistencies. The Town's goal was clear: to help strengthen technology services, develop strategic technology direction to address challenges, embrace opportunities for improvement, and regain trust from its 30,000 account holders. The primary scope of the project was to conduct discovery related to current state business processes, simulate the billing process in a test environment for benchmarking and parallel from non-production to production environments, and report key findings from the simulation and review. As part of our work, we conducted a current state review and a billing audit of UB, meter reading, finance, and collections, and simulated bill runs. This provided a scalable framework for identifying issues with meter-to-bill reconciliation, manual work-arounds, and data handling inconsistencies. It also revealed opportunities for automation and improved internal controls and best practices in customer service and collections with recommendations presented to leadership and council. We then developed a report documenting findings and recommended adjustments to practices moving forward with appropriate justification, including appropriate technology, process, and organizational changes for the overall goal of improving operations, billing and collections, and customer service delivery. An executive summary of the report will be presented to Town leadership.

City of North Lauderdale, Florida
Tyler UB Implementation
Project Manager
08/2023 – Present

Mitch Williams, Chief Information Technology Officer
954.597.4730 | mwilliams@nlauderdale.org
701 Southwest 71 Avenue, North Lauderdale, FL
33068



The City retained BerryDunn to provide project management services for its implementation of Tyler Technologies Enterprise ERP system (formerly called Munis) for UB/CIS. BerryDunn provided project management services to support the City's UB/CIS configuration, and recommendations for integration with Advanced Metering Infrastructure (AMI), along with the respective configuration requirements. We conducted system evaluations

and benchmarking; implementation coordination; and metering and billing management. Our work included aligning IT support with UB/CIS solution needs, managing the timing of data conversion refreshes, and helping ensure accurate configuration and conversion processes. We also helped define and control system requirements for configuration and functionality, including support for a field sheet mobile application for work order and asset tracking, created a user acceptance plan and test scripts, and end-user standard operating procedural documents (SOPs) for billing, meter reading, and customer payment processes.

Tab 5: Project Implementation and Schedule

Project Approach

Project Understanding

The City seeks a third-party examination of its water and wastewater billing systems to identify apparent losses, improve billing accuracy, and recover lost revenue. The City seeks assistance from a highly experienced, trusted consulting partner to help with the following:

- **Examining UB and Collections.** Evaluating the accuracy and timeliness of customer billing, usage calculations, and meter readings and assessing the City's effectiveness in collecting amounts owed, helping ensure billing integrity and maximizing revenues.
- **Evaluating Current Operations:** Conducting a thorough operational examination of UB functions, including reviewing standard operating procedures (SOPs) for customer service, meter reading, and billing processes. This will include performance benchmarking, identifying gaps, and recommending metrics for future evaluation.
- **Analyzing Data and Water Loss:** Performing a bottom-up analysis of billing data to uncover non-revenue water issues, focusing on zero-use accounts, seasonal patterns, and data handling errors. This will include estimating volumetric and financial losses using AWWA standards.
- **Reviewing Administrative Processes and Controls:** Examining the efficiency and effectiveness of meter reading, billing, and collections, including exception handling, billing adjustments, credit programs, internal controls, and workflows.
- **Assessing Technology and System Adequacy:** Reviewing current equipment and automated systems such as CentralSquare Naviline and Neptune360 and providing recommendations for technology upgrades and best practices to enhance performance and service delivery, including third-water integrations.

The City will find BerryDunn brings the ability to triage areas of concern while helping with strategy to create the desired future state. We bring:

- Demonstrated success with similar utilities seeking to improve billing accuracy and collections.
- Expertise in providing third-party examinations of water, gas, electric, solid waste, and wastewater billing systems and processes, including budget billing, winter quarter average billing, time of use, solar metering, master meter and deduction meters, including high-end commercial and industrial users, and surcharge customer billings.
- The ability to deliver actionable recommendations to help the City strengthen its processes, technology, and people.

How BerryDunn Can Help

With the City's goals and objectives in mind, we feel certain that we are well-positioned to partner with the City on this engagement. Below, we outline several attributes for the City to consider as it determines the best path forward.



SMEs with decades of utility and project management experience. Our work for the City will be led by a team of consultants with decades of experience leading utility, public works, and IT departments. Our proposed project manager, Lauren Brown, has over 12 years of experience in municipal consulting and utility modernization with a focus on AMI and automated meter reading (AMR). Our proposed UB SME, Cheree Ladner, brings more than 25 years' experience in local government utilities and managing utility billing, finance, collections, and customer service, and workorders and asset management, and our proposed utility management SME, Andrea Brinkley, has 24 years of municipal experience that includes leadership roles in public utilities, public works, and capital improvement program execution. Our proposed utility finance analyst, Jesse Myott, has over 12 years of public-sector experience, focusing on supporting local governments and utilities with fee studies, cost of services analysis, and operating and capital improvement budget development and management. These team members specialize in assisting utilities as they assess current processes, identify opportunities for improvement, and implement recommendations. We have a strong understanding of industry standards as outlined by the APWA, AWWA, U.S. EPA, WEF, and the environmental technology acceptance (ETA). Combined with proven project management methodologies and inputs from Agile and Lean principles, our project team will serve as the perfect complement to the City as it seeks to make progress toward lasting change.



Project team members who work exclusively with local government clients, including those focused on delivering municipal utilities. BerryDunn's Local Government Practice Group is dedicated to serving public-sector clients, and almost all our proposed project team members have been involved in UB evaluation and implementation efforts. We understand the importance of the City's project because we have held roles within municipal utilities and helped other municipal utilities with billing accuracy, revenue recovery, and water loss control measures. This firsthand experience helps us understand the City's goals, challenges, and motivations—as well as functional area business processes—and allows us to contribute best practice knowledge and lessons learned when and where it will have the most benefit. We look forward to bringing unique insights to this project to deliver optimal benefit and exceptional services to the City.



Expertise in utility software and technologies and independence from the vendor community. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. While we have extensive experience with CentralSquare products, including Naviline, we do not have any preferred vendors and the City will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge program—allows us to provide unbiased system consulting services and only work in the City's best interests at all times. Our ability to objectively advise the City on considerations related to evaluating system functionality, as well as related system integrators, will be critical to this initiative.

Guiding Methodologies

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs

project management best practices from the PMI®'s A Guide to the Project Management Body of Knowledge Guide (PMBOK® Guide).

Figure 2 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Figure 2: Performance Domains and Project Management Guiding Principles | PMBOK® Guide



Change Management

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success or failure of system replacement projects. BerryDunn has observed resistance to change in virtually all our engagements. As such, our project management approach is carefully integrated with change management methodologies to promote buy-in and consensus for the project. We will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project—from initial planning through implementation—to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment
- Monitoring training activities to help ensure that users will be prepared on day one

Figure 3: ADKAR Change Management Approach



We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci® change management approach is the belief that, in order for change to work in an organization, individuals must be willing to change and understand change. Based on this belief, Prosci® developed the ADKAR change management approach, defined in Figure 3.

Consistent with the Prosci® methodology, the City can expect our change management approach to involve three stages, as described on the following page.

1: Preparing for Change

Involves developing change management strategies, based on input from City stakeholders on the existing environment.

2: Managing Change

Involves overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication

plan.

3: Reinforcing Change

Involves evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

The City can be confident in our flexibility while developing and executing our change management approach. We understand that no two engagements are exactly alike, and we believe that one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.

Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Figure 4, below, shows that even small increases in focus on change management, from "poor" to "fair," are likely to have a positive impact on system adoption and project success.

Figure 4: Change Management's Impact on Project Success



EUM Framework

Where appropriate, our team will incorporate principles of the EUM framework developed by the AWWA, U.S. EPA, and partner associations. In particular, we will incorporate the 10 Attributes of Effectively Managed Utilities and Five Keys to Management Success shown in Figure 5. The goal of the EUM framework is to provide a tool for discussion and consensus-building that considers the full spectrum of utility and public works service delivery, assimilating many complex endeavors into a manageable and measurable plan that all staff can see a part in fulfilling and remain active in participation. The EUM framework also provides a strong foundation for continual improvement through performance measurement, a key to reporting and assessing progress and reinforcing progression of project initiatives. Figure 5, right, represents an overview of the EUM framework.

Figure 5: EUM Framework Overview



We will apply similar frameworks and tools established by the APWA, AWWA, U.S. EPA, WEF, and the ETA, such as the Water and Wastewater Competency Model.

Work Plan

Overview

BerryDunn strives to be flexible when it comes to developing and executing an effective work plan, and our past clients have appreciated our willingness to adapt to their needs. BerryDunn will drive the project forward while balancing the constraints of City stakeholders. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

Our approach to executing City's scope of work is outlined below and designed to incorporate consistent project management best practices with each of City's key deliverables and tasks. Our intent is to work with staff to help ensure we make the best use of your time. Ultimately, consistent collaboration can help promote buy-in and understanding for final recommendations.

The overarching benefits the City can expect from our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City's review and approval of all deliverables and key milestones

- Built-in project and organizational change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for City stakeholders to give input in the information gathering and fact-finding process and understand final recommendations
- Thorough business process improvement activities, helping the City identify root causes of process and/or system deficiencies
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or the implementation of existing technology to enhance existing business processes
- An ability to satisfy all requirements set forth in the City's scope of work

Our approach to executing the City's scope of work is outlined below and designed to incorporate consistent project management best practices with each of the City's key deliverables and tasks.

Details

Below and on the following pages, we provide details of our work plan to conduct the City's project effectively and efficiently. It should be noted that the output of our review is not an audit or attestation services, but rather a thorough examination and analysis of the City's UB and Collections. In addition, we appreciate the City has published a budget associated with this project and we are happy to further discuss tailoring this work plan within that constraint.

Phase 0: Project Initiation, Planning, and Ongoing Project Management	
0.1 Conduct initial project planning. We will facilitate a project planning teleconference with the City's project team, focusing on:	• Identifying strategic goals and objectives • Clarifying known project constraints • Introducing project stakeholders • Establishing collaboration tools and methods • Defining roles and responsibilities
0.2 Develop a draft Project Work Plan and Schedule. Following the initial project planning teleconference, we will develop a draft Project Work Plan and Schedule. This will address specific issues and concerns relating to our approach for managing communications, as well as our approach to scope, risks, and resource management for each track. It will also address BerryDunn's approach to providing the exact services outlined in our proposal, delivered at the agreed-upon time frame for each task.	
0.3 Collaborate with the City's project team on any needed revisions to the draft Project Work Plan and Schedule. Our team will review the draft Project Work Plan and Schedule with the City's project team and incorporate any requested changes before updating to final.	
▲ Deliverable 1. Project Work Plan and Schedule	
0.4 Conduct Biweekly Project Status Updates meetings. Throughout the project, BerryDunn will communicate project status updates on at least a biweekly basis. Status updates will include project activities and accomplishments, upcoming activities, issues encountered, anticipated challenges that may impact project delivery, and mitigation strategies.	

Phase 0: Project Initiation, Planning, and Ongoing Project Management

▲ Deliverable 2. Biweekly Project Status Updates

Phase 1: UB and Collections Review

1.1 Submit an information request and review documentation provided. In order to prepare for fact-finding activities, we will request materials that enable our team to analyze the City's existing assets, technologies, systems, and procedures, including but not limited to the following:

- Meter asset data, meter reading, and billing data exports from Naviline and Neptune360 (e.g., historical billing data, meter read files, re-read/error files, and audit trails for analysis)
- Organizational chart
- SOPs, policies, and ordinances for utility operations, billing, and customer service
- Description and details of all applications or interfaces involved with UB, meter reading, customer information management, utility rates, customer communication, and collections
- Past non-revenue water loss (NRWL) analysis results
- Historical water production, treatment, and sales data
- Quantity/estimates of key meter reading and customer service functions (e.g., re-reads, failed reads, billing adjustments)

We respectfully request that the City provide available documentation prior to the project kickoff meeting (Task 1.4) and fact-finding interviews (Task 1.5), as reviewing this information in advance of this work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of the client personnel's time.

1.2 Neptune360 access. We will request read-only access to Neptune360 for analysis of system configuration, current alarms, and identification of potential meter and reading issues.

Optional 1.3 Develop and administer a fact-finding web survey to utility staff. *BerryDunn will share a fact-finding web survey intended to achieve the following outcomes:*

- *Identify current challenges and key pain points*
- *Identify capacity and constraints of resources*
- *Evaluate the relationship between UB and other City functions*

Prior to administering this survey, we will review the content with the City's project team and make any recommended changes. We have found that soliciting input via a survey allows us to collect input from a broad sampling of the staff while allowing personnel to provide their anonymous opinions at their convenience and with minimal disruption to day-to-day activities.

1.4 Facilitate an on-site project kickoff. BerryDunn will facilitate a project kickoff meeting to outline the project scope, objectives, expectations, requirements, outcomes, communications, progress reporting requirements, and time frame for project completion. The objective of the kickoff meeting will be to formally introduce the project to the stakeholders involved, build buy-in from participants, generate momentum for the next activities in the project, and make future fact-finding meetings more efficient.

1.5 Conduct on-site fact-finding interviews. We will conduct a series of interviews and work sessions with key utility meter reading, utility operations, UB, finance, City Clerk, and customer service

Phase 1: UB and Collections Review

personnel. The purpose of these interviews is to provide our team with an understanding of the current environment as it relates to the management and operations of meter reading, roles and responsibilities, skills and capacity, practices and procedures, operational and technology management silos, and existing system and asset performance. We will also conduct meetings with City and utility leadership to discuss the goals and priorities, and their alignment with technology decision-making. We anticipate several meetings being conducted in group focus-style format.

We will also review processes, procedures, controls, and performance measures for the administration and maintenance of the City's utility accounts and related customer service. This will include evaluating meter reading, billing, and collection processes for efficiency and effectiveness, especially billing adjustment process

The findings from these meetings will provide the insight to create business process maps of key collections and credit/exception processes and inform the UB and Collections Audit Findings and Summary Report.

1.6 Conduct an analysis of UB and Collections. Using data provided by the City (historical billing data, system logs, audit trails, etc.), we will conduct an analysis of select accounts. Special attention will be paid to exceptions, estimates, and errors; audit subset of accounts by account type (commercial and industrial [C&I], municipal, residential, etc.), meter type (compound, ultrasonic, positive displacement, etc.), read type (manual or AMR) pressure zones, etc.

We will evaluate the CIS database for standardization across meter read resolution, reading multipliers, billing multipliers, and rates.

We will also assess the current UB and meter reading system configurations and evaluate thresholds for alerts and system flags for N360 and Naviline.

1.7 Develop UB and Collections Review Findings and Summary Memo. Based on information gathered from our information request, optional web survey, and fact-finding interviews, we will draft a report that includes the results of the targeted sample billing and water analysis results and present preliminary findings. The report will also summarize the key findings from the optional survey and fact-finding sessions. We will submit the initial draft report to the City and facilitate a teleconference to review, discuss, confirm, or revise content and receive feedback. Following our meeting, we will incorporate changes identified by the City into the draft and provide the City with a final version of the report.

▲ Deliverable 3. UB and Collections Review Findings and Summary Memo

1.8 Review credit programs' collections process. We will review and evaluate the processes for identifying and resolving exceptions and the existing credit programs (e.g., leak credits) and estimate the annual cost of such practices. This will help determine if proper internal controls are in place to comply with City policies and procedures. We will also review customer payment plan policies and procedures.

1.9 Current State Assessment Report. We will develop a Current State Assessment Report summarizing the results from fact-finding activities, surveys, and business mapping work sessions, along with BerryDunn's evaluation of current operations. It will also present recommended best practices and key performance indicators (KPIs) to monitor and improve operational and financial performance. The report will include a technology and systems assessment summarizing the

Phase 1: UB and Collections Review

evaluation of the current systems and technology used by UB, meter reading, and finance; evaluation of the adequacy of equipment utilized by staff involved in meter reading, billing, and collections processes and their data integration and/or interfaces; and evaluation of the adequacy of the City's current automated billing and customer management system to meet the City's current and future operational needs. We will provide best practice recommendations for technology and processes/operational enhancements for meter readers, customer service personnel, and other roles. We will submit the initial draft report to the City and facilitate a teleconference to review, discuss, confirm or revise content, and receive feedback. Following our meeting, we will incorporate changes identified by the City into the draft. We will then provide the City with a final Current State Assessment Report. The report will include a strengths, weaknesses, opportunities, and threats (SWOT) analysis and the business process mapping.

▲ Deliverable 4. Current State Assessment Report

Phase 2: Data Analysis and Water Loss Assessment

2.1 Develop UB NRW Audit and Assessment Results. We will conduct an assessment of a sampling of UB data to identify potential opportunities for non-revenue water (NRW) recovery, particularly related to non-read or zero-use accounts, seasonal occupancy accounts, and account opening and closing procedures. This will include a database review where BerryDunn will assess by sampling for database quality and management as it relates to ensuring accurate billing of customer use, fees, and customer classification.

Using our UB data assessment, we will compile UB NRW Audit and Assessment Results. Will provide the results to the City's project team for review and incorporate feedback before updating to final.

▲ Deliverable 5: UB NRW Audit and Assessment Results

Optional 2.2 Communications plan. We will develop a communications plan to guide internal and external project updates, education, and collateral; work with City's public engagement and information staff; support collateral creation for customer outreach based on audit findings and the need for any billing credits/charges; and provide frequently asked questions for Connect Tarpon Springs.

Optional 2.3 Meter and distribution versus sales analysis. We will assess meter readings from any master meters and distribution main meters and compare those to water sales for a production loss analysis; an assessment of a subset of meter testing results; and review water consumption and sales trends to help inform the UB NRW Audit and Assessment Results.

Anticipated Schedule

Recognizing the City's desire to prioritize the UB analysis, BerryDunn will focus our initial efforts on collecting and analyzing a subset of UB data to identify anomalies, inconsistencies, and errors. The first 12 weeks are dedicated to information gathering and data analysis. In weeks six to seven, two of our core members will be on-site to conduct an in-person kickoff meeting and conduct fact-finding interviews with key City personnel. Additionally, deep dive meetings in support of the UB and Collections analysis will be

held. These findings will be presented to the City in the UB and Collections Audit Findings and Summary Report, which will include the audit results and key findings from fact-finding sessions.

With the initial findings of the data review presented, the project team can complete the current state evaluation of Phase 1 by conducting a SWOT and gap analysis, mapping key business processes, and making recommendations regarding best practices and KPIs the City can implement. All of this will be presented to the City in a summary report.

Phase 2 will focus on NRWL. BerryDunn's SMEs will utilize their experience of having managed water and wastewater utilities and spearheaded conservation programs to evaluate the City's current NRWL rate and strategies. Reviewing past audits, analyzing the underlying data, and conducting a thorough review of all components and contributors across the system will provide the City with an objective assessment of risks and opportunities.

We allocated 18 weeks for the full project, but we are flexible to the City's schedule and can adjust accordingly.

In Table 3, we detail key project elements, tasks, and deliverables in our proposed project schedule for the City's scope of work. Assuming work would start on October 15 based on the City's RFP, the schedule below may require additional time to accommodate staff time off during the November and December holiday season. We have developed our project approach and schedule to accommodate the City's timeline, and we will confirm key project dates in collaboration with the City during Project Initiation, Planning, and Ongoing Management. The schedule does not include optional tasks.

Table 3: Anticipated Project Schedule

Phase	Start Date	End Date
Phase 0: Project Initiation, Planning, and Ongoing Project Management	10/15/25	10/31/25
0.1 Conduct initial project planning	10/15/25	10/18/25
0.2 Develop draft Project Work Plan and Schedule	10/15/25	10/18/25
0.3 Revisions to the draft Project Work Plan and Schedule	10/20/25	10/26/25
Deliverable 1. Project Work Plan and Schedule	10/27/25	10/31/25
0.4 Biweekly Status Updates	10/24/25	3/20/26
Deliverable 2. Biweekly Project Status Updates	10/24/25	3/20/26
Phase 1: UB and Collections Audit	10/27/25	12/19/25
1.1 Develop and issue information request	10/27/25	10/31/25
1.2 N360 access	10/27/25	10/31/25
1.4 Facilitate on-site project kickoff	11/17/25	11/21/25
1.5 Conduct on-site fact-finding interviews	11/17/25	11/21/25
1.6 Conduct UB analysis of UB and Collections	11/17/25	11/21/25
1.7 Develop UB Collections and Audit Findings and Summary Report	11/24/25	12/15/25
Deliverable 3. UB and Collections Review Findings and Summary Memo	12/15/25	12/19/25
1.8 Review credit programs collections process	12/29/25	1/9/26
1.9 Current State Assessment Report	1/5/26	1/19/26
Deliverable 4. Current State Assessment Report	1/19/26	1/23/26
Phase 2: Data Analysis and Water Loss Assessment	1/26/26	3/20/26
2.1 Develop UB NRWS Audit and Assessment Results	2/2/26	3/13/26
Deliverable 5. UB NRW Audit and Assessment Results	3/16/26	3/20/26

Tab 6: Qualifications of Key Personnel

Roles, Responsibilities, and Qualifications

On the following pages, we list our project team members' experience, qualifications, and expertise as they relate to projects of this nature and work with comparable local government clients. About 70% of our consulting work comes from repeat business with clients. This speaks to our team's ability to build strong working relationships that drive client satisfaction with our services and work products.



Seth Hedstrom, PMP®, LSSGB | Project Principal

Seth is a principal of BerryDunn's Local Government Practice Group. Seth has more than 15 years of experience assisting public-sector clients, including municipal utilities, leading them through many of the complex decision points and issue-resolution processes typical of business process analysis and focused reviews of business processes needing change. He has also managed over 75 enterprise process and technology planning projects. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.

As the **project principal**, Seth will have overall responsibility for the services we have proposed to the City. He will help ensure commitment of our firm and appropriate resource allocation and will review and approve all deliverables in accordance with BerryDunn's quality assurance processes. He will also provide leadership support to our project lead and project team, as needed.



Lauren Brown, MPA | Project Manager

Lauren Brown is a senior consultant in BerryDunn's Local Government Practice Group with over 12 years of experience in municipal consulting and utility modernization. As co-founder and vice president of a utility consulting firm, she led the successful delivery of dozens of complex software system implementations, software integrations, and organizational change initiatives. She has served as the project manager for more than 40 AMI deployments, overseeing all phases from planning and procurement, through installation and optimization. Lauren excels in project management, process optimization, and strategic planning to help clients improve service delivery.

As the **project manager**, Lauren will act as primary liaison with the City and will be responsible for maintaining a constructive and clear line of communication between City staff and BerryDunn. She will monitor project progress, track the initiation and completion of tasks and milestones, and facilitate our meetings and project activities.



Cheree Ladner, MBA | UB SME

Cheree is a manager in our Local Government Practice Group with more than 25 years of experience in local government utilities and public works departments, including as director of utilities business operations for the City of Pascagoula, Mississippi, and as project manager for the City of Gulfport, Mississippi and Southwest Water Company. A seasoned project manager for CIS, UB, CD, EAM, and ERP software, her approach is shaped by her focus on relationship building and business education. Her work within local government and as a consultant has exposed her to a variety of UB software vendors and their capabilities, and she brings expertise in UB management, process improvement, peer benchmarking, training, and billing and collections, including maximizing

revenues. She will leverage lessons learned and knowledge of best practices gained through her extensive experience with technology within local government utilities and public works departments.

As **UB SME**, Cheree will contribute to the work effort when and where it will benefit the City most, particularly as it relates to examining utility billing and collection processes and data, evaluating current operations, and assessing the adequacy of the City's technology, equipment, and automated systems.



Lukasz Stykowski, MPP, LSSB | Business Analyst

Lukasz is a consultant in our Local Government Practice Group and has a background in government services consulting, management analysis, and Lean business processes. He brings firsthand public-sector experience through previous roles with three different cities, which allows him to better understand the needs of our clients. As a consultant with BerryDunn, Lukasz has worked on projects focused on change management, employee engagement, strategic planning, and system selection and implementation. He has worked with clients to assess policies and SOPs, performed systems reviews, and assisted with revenue capture and overall operations.

As the **business analyst**, Lukasz will provide general business analysis support to the project team as it relates to facilitating meetings, preparing status reports, and developing project deliverables in a timely manner, and help assess the City's current environment, and form recommendations across functional areas.



Jesse Myott, MA | Utility Finance Analyst

Jesse is a manager in our Local Government Practice Group. He has over 12 years of public-sector experience, focusing on supporting local governments and utilities with fee studies, cost of services analysis, operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation for municipal programs and services. Jesse regularly supports the financial management components of utilities and public works assessments including the funding components of the staffing analysis, such as forecasting operating costs and staffing of additional positions, training cost impacts, compensation comparisons, and cost of service for organizational improvement projects.

As the **utility finance analyst**, Jesse will evaluate the relationship between UB and other City functions, assist in the examination of UB and Collections, review credit programs and collections processes, and assist in the review of the City's database as it relates to helping ensure accurate billing of customer use, fees, and classification.



Andrea Brinkley, MPA, PMP® | Utility Management SME

Andrea is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience that includes leadership roles in public utilities, public works, and capital improvement program execution, including an AMR to AMI meter changeout project. As such, she has extensive experience in operational and capital improvement budgets, staff development and training, project management, analysis of service delivery, operational assessment, and engagement with staff and the public. In prior leadership roles, she has led utilities operations (water, wastewater, water distribution, and meter operations) and interfaced with finance department teams (including UB staff) to review business processes, streamline work order

procedures, and identify improvements. Both in the public sector and as a consultant, her leadership approach is collaborative and participatory.

As the **utility management SME**, Andrea will leverage lessons learned and knowledge of best practices gained through her extensive experience leveraging technology within local government utilities and public works departments, assist with fact-finding and assessment activities, and assist with deliverable development.



**Erin Provazek, MBA, CGCIO, ITIL, Prosci® CCP, PMP®, COBIT 2019 |
Naviline/CentralSquare SME**

Erin is a senior manager in BerryDunn's Local Government Practice Group and leads our Technology Management Practice. She is an experienced information systems (IS) executive with extensive public-sector experience. Most recently, she served as the Assistant IT Director for the City of College Station, Texas. With over 25 years of experience working with local government agencies and extensive experience assisting public-sector entities in implementing technology solutions, planning, problem solving, and service delivery, Erin has demonstrated skills in enhancing operational efficiency and maximizing use of limited resources. Erin is particularly adept at working with clients through translation of technical aspects of selection and implementation projects, including interfaces, integrations, conversion preparation and execution, structured and sustainable access controls, and identification of opportunities to leverage technical features to enhance business processes.

As the **Naviline/CentralSquare SME**, Erin will contribute her experience with the City's current UB environment and take part in assessing and developing recommendations for its future state as it relates to any technical considerations the City may encounter, including potential integrations, requirements, and interfaces.

Resumes



Seth Hedstrom, PMP®, LSSGB

PRINCIPAL / PROJECT PRINCIPLE

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

BS, Business Management, Babson College

Project Management Professional® (PMP®), Project Management Institute®

Lean Six Sigma Green Belt Certified

Diversity and Inclusion Certificate, Cornell University

SELECT CLIENTS

City of Cooper City, FL
City of Denton, TX
City of Foley, AL
City of Groveland, FL
City of Irving, TX
City of Lauderhill, FL
City of Milton, GA
Collier County, FL
Glynn County, GA
Monroe County, FL
Town of Apex, NC

Seth is a principal and leads BerryDunn's Local Government Practice Group. He has more than 15 years of experience assisting public-sector clients, including municipal-run utilities. His experience includes technology planning, organizational needs assessments, system planning and procurement, and the implementation of enterprise-wide information systems. Seth often serves in a leadership role on strategic planning projects and manages and oversees project progress and issue escalation and resolution with executive project sponsors.

RELEVANT EXPERIENCE

Project Management: Seth has managed large-scale systems consulting projects for dozens of clients across the country, including utilities. Seth leverages best practices from PMI® and lessons learned from these engagements to help ensure his clients receive optimal value from their technology investments. He is knowledgeable of the capabilities of the modern vendor marketplace, and familiar with vendors' various and best practices. Clients benefit from Seth's strong project management, organization, and communication skills, as well as eye for detail as it relates to contract adherence, plan execution, and functional and technical business processes.

Utilities Expertise: Seth has served a project principal on many of BerryDunn's engagements with utility clients, including guiding our work with the City of Denton, Texas as it evaluated its UB system and determined the need for a CIS, the Town of Apex, North Carolina in a review of its UB processes, and the City of Irving, Texas as it selected a new UB system and retained BerryDunn for implementation project management.

Governance and Strategic Decision-Making: Seth has led our clients through many of the complex decision points and issue-resolution processes typical of business process analysis and system assessment and selection projects. He helps clients establish decision-making structures that will guide them as they make decisions based on analysis while also building consensus.



Lauren Brown, MPA

SENIOR CONSULTANT / PROJECT MANAGER

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

MPA, Public Management, UNC Wilmington

BA, Psychology, UNC Wilmington

AFFILIATIONS AND MEMBERSHIPS

- American Water Works Association (AWWA)
- North Carolina Rural Water Association (NCRWA)
- Planning Board and Historic Preservation Commission, Town of Swansboro, NC

SELECT CLIENTS

City of Denton, TX
Union County, NC

Lauren Brown is a senior consultant in BerryDunn's Local Government Practice Group with over 12 years of experience in municipal consulting. As co-founder of a utility consulting firm, she has led dozens of complex software system implementations, software integrations, and organizational change initiatives. Lauren is passionate about resource conservation, bringing a problem-solving mindset to every engagement and driving sustainable solutions.

RELEVANT EXPERIENCE

Project Management and Public Utilities Consulting: Lauren specializes in aligning technology and operations with government priorities. She is the co-founder and vice president of MeterSYS, a utilities consulting firm focused on the selection and implementation of AMI solutions and Smart City applications. As such, she is skilled at leading cross-functional teams and managing large-scale projects to modernize service delivery for clients. Her consulting work has driven organizational change, improved operational efficiency, and supported sustainable resource management.

Enterprise System Implementation: Lauren has extensive experience guiding clients through complex technology implementations, including the assessment, procurement, and integration of enterprise systems. With MeterSYS, she served as lead project manager on more than 40 AMI installations, totaling over \$800 million. She has extensive knowledge of the AMI marketplace and experience with all major vendors, including Aclara, Badger, Kamstrup, Neptune, Itron, Mueller, Master Meter, and Sensus, and her change management expertise helps to ensure smooth transitions, optimized performance, and long-term value for clients.

Research and Analysis: Lauren leverages her strong background in research and analysis to inform strategic decision-making. Known for her strategic thinking and strong communication skills, she excels at interpreting data into actionable recommendations and producing comprehensive technical documentation.



Cheree Ladner, MBA, Prosci® CCP

MANAGER / UB SME

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

MBA, Business Education,
William Carey University;
Alternate Degree in
Business Education

BA, Business
Administration,
Management Information
Systems, University of
Southern Mississippi

Prosci® Certified Change
Practitioner (CCP)

SELECT CLIENTS

City of Amarillo, TX
City of Biddeford, ME
City of Broken Arrow, OK
City of Farmers Branch,
TX
City of Wilmington, NC
City of Edina, MN
City of Kirkwood, MO
City of Dover, DE
City of Issaquah, WA
City of North Lauderdale,
FL
Town of Apex, NC
Union County, NC

Cheree Ladner is a manager in our Local Government Practice Group with more than 25 years of experience in local government utilities and public works departments. She is a seasoned project manager for UB, CD, CIS, EAM, ERP software. Her approach is shaped by her focus on relationship building and business education.

RELEVANT EXPERIENCE

UB Operations and Public Works Consulting: Cheree has served as a project manager, business analyst, and SME on utility projects. She has facilitated UB and asset management workshops, managed customer relationship management (CRM) support tickets, and documented GIS and UB processes for dashboards and other UB integrations. Her work within local government and as a consultant has exposed her to a variety of UB software vendors and their capabilities and includes implementing a pilot program used in return on investment (ROI) projections leading to implementation and management of a multi-million-dollar AMR project and replacement system, increasing revenues by millions annually with a collection rate of 98%. She is assisting the Town of Apex, NC in examining their billing practices and simulating the billing process to identify inconsistencies and areas for improvement.

Process Improvement: Cheree is skilled at partnering with utility clients to review their current SOPs, processes, workflows, and billing to identify opportunities for improvement and develop recommendations. Her experience includes updating business process documents and workflows, training new and existing staff, working across departments to clarify user needs, and conducting peer benchmarking of utility billing and field personnel. She leverages her experience as a public-sector leader, local government consultant, and technology consultant to deliver holistic guidance.

Public-Sector Utility Leadership: Cheree has more than two decades of public-sector experience, including as director of utilities business operations for the City of Pascagoula, Mississippi, and as project manager for the City of Gulfport, Mississippi, and Southwest Water Company. In these roles, she served as project manager for many implementation projects and integrations, trained personnel in many utility billing models, and managed cross departmental support tickets.



Lukasz Stykowski, MPP, LSSGB

CONSULTANT / BUSINESS ANALYST

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

MA, Public Policy, Arizona State University

BS, Biological Studies, University of Illinois

Lean Six Sigma Green Belt (LSSGB) Certified

SELECT CLIENTS

City of Homestead, FL

City of San José, CA

Metropolitan Government of Nashville Davidson County, TN

Sheboygan County, WI

Williamson County, TX

Lukasz is a consultant in our Local Government Practice Group and has a background in government services consulting, management analysis, and Lean business processes. He brings firsthand public-sector experience through previous roles with three different cities, which allows him to better understand the needs of our clients. As a consultant with BerryDunn, Lukasz has worked on projects focused on change management, employee engagement, strategic planning, and system selection and implementation. He has worked with clients to help ensure business continuity of organizational changes, creating roadmaps for future success, and end user acceptance of new software systems.

PROJECT EXPERIENCE

Business Analysis: Lukasz leverages his strong background in research and analysis to provide high quality business analysis to a mix of large- and small-scale local government clients. He understands the challenges local governments and municipal utilities face with limited and competing resources. Lukasz has relevant experience from his work with municipal permitting. He has worked with clients to assess permit policies and standard operating procedures, systems review, revenue capture, and overall operations. Through his efforts, Lukasz helps improve the efficacy and performance of any organization he works with.

Government Services Consulting: During his time with the Bronner Group in Chicago, Illinois, Lukasz provided risk identification and recommendations based on reviews, observations, and interviews. He focused on improvement of performance and operations through conducting analyses, preparing reports, and establishing criteria to help achieve client goals.

Management Services: While working for the Village of Algonquin, Illinois, Lukasz collaborated with staff to build shared ownership of new workflows through change management. He guided staff during the implementation of a modernized ERP system and developed recommendations for change and optimization. He also drafted an RFP for a new website while working for the Village of Streamwood, Illinois. He worked on multiple management aspects in his role including developing a social media strategy, a business survey, and drafting an employee procedures handbook. These projects contributed to increased community engagement, success with employee turnover, and overall improvement of processes and procedures.



Jesse Myott, MA

MANAGER / UTILITY FINANCE ANALYST

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

Master's degree, History,
San Francisco State
University

Bachelor's degree, History,
University of Rhode Island

Associate degree,
Champlain College

SELECT CLIENTS

City of Cape Coral, FL
City of Fernandina Beach,
FL
City of Fort Worth, TX
City of Gainesville, FL
City of Homestead, FL
City of Largo, FL
City of Mobile, AL
City of Pearland, TX
City of Pflugerville, TX
City of Port St. Lucie, FL
City of Sanibel Island, FL
City of University Park, TX
Alachua County, FL
Jackson County, MS
Manatee County, FL
Travis County, TX

Jesse Myott is a manager in our Local Government Practice Group. He brings over a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Jesse has led multiple cost of service and fee study projects for local governments across the country.

RELEVANT EXPERIENCE

Utilities Operations: Jesse has years of utility operations experience, specifically in water and sewer utility management. This experience includes rate setting, water distribution infrastructure finance planning, and collection infrastructure finance planning, and operating and capital improvement budget development and delivery. Prior to joining BerryDunn, Jesse served as director of finance and administration for a public works department as well as acting superintendent of public works for an interim period.

Process Analysis and Improvement: Jesse is an experienced municipal finance and management professional with over a decade of experience serving in many local government areas, both as an analyst and in senior management roles. His municipal business process knowledge extends through water delivery and waste collection services, public works, city administration, solid waste collection, public safety, economic development and redevelopment, library and recreation services, HR, capital improvement program development, facility planning, compensation and benefits analysis, and citywide operating budget planning, monitoring, and delivery.

Finance: Jesse brings over a decade of public-sector experience. In addition to being an adept municipal finance professional, Jesse is particularly accomplished in public works and engineering budget development and delivery, as well as capital improvement project budget development and delivery. Prior to joining BerryDunn, he served as financial analyst and management analyst for the Cities of South San Francisco and Daly City, California, respectively.

Fee Studies: Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, and developed cost recovery models as well as water and sewer rate setting models for municipalities across the country.



Andrea Brinkley, MPA, PMP®

SENIOR CONSULTANT / UTILITY MANAGEMENT SME

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

Master of Public Administration, Western Michigan University

BA, Geography, Calvin University

Project Management Professional® (PMP®)

SELECT CLIENTS

City of Camarillo, CA

City of Irvine, CA

Williamson County, TX

City of Cedar Park, TX

City of Fort Worth, TX

City of South Portland, ME

City of Westfield, MA

Hawai'i County, HI

Santa Clara County, CA

Thurston County, WA

Metropolitan Government of Nashville Davidson County, TN

Andrea Brinkley is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience that includes leadership roles in public utilities, public works, and capital improvement program execution. She has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, engagement with local government communities, and leading a diverse staff with a collaborative and participatory approach.

RELEVANT EXPERIENCE

Utilities/Public Works: Andrea specializes in supporting utilities and public works agencies as they assess and optimize organizational and operational functions. She served as project manager on a public works and utilities staffing model analysis for the City of Cedar Park, Texas' public works and utilities department organizational assessment for the City of Westfield, Massachusetts which included water, wastewater, and sewer, and EAM systems section with the City of Camarillo, California, including stormwater, water and wastewater operations. Andrea has a thorough, detail-oriented approach and develops bottom-up recommendations through interacting with front line staff, site visits, field ride-a-longs, tailgate meetings and other outreach that meets staff where they are. She applies industry best practices in alignment with the APWA and AWWA.

Project Management: Andrea has project management experience with the expansion and rehabilitation project delivery of water and wastewater plants and supporting infrastructure, roads, bridges and building facilities, including a \$10 million dollar AMR to AMI water meter upgrade, a \$54 million wastewater reclamation facility rehabilitation and expansion, a \$60 million surface water plant, a \$65 million public safety multi-service complex, and a \$17 million recreation and natatorium facility. She created SOPs for construction and operations functions, project delivery manuals to standardize project delivery, including project delivery methods, public communication plans, risk management, and project controls. Her experience also includes providing procurement oversight and design and construction services selection and managing program progress.

Erin Provazek, MBA, Prosci® CCP, CGCIO, ITIL, COBIT 2019, PMP®

SENIOR MANAGER / NAVILINE/CENTRALSQUARE SME

Berry, Dunn, McNeil & Parker, LLC



EDUCATION AND CERTIFICATIONS

MBA, Information
Technology Management,
Western Governors
University

BBA, Information and
Operations Management,
Texas A&M University

Certified Project
Management Professional®
(PMP®)

Information Technology
Infrastructure Library (ITIL)
v3 Foundations Certified

Prosci® Certified Change
Management Practitioner

Certified Government
Chief Information Officer
(CGCIO), University of
North Carolina Chapel Hill

COBIT 2019 Foundation
Certified

SELECT CLIENTS

City of Denton, TX

City of Irving, TX

City of Tampa, FL

City of Irving, TX

Erin Provazek is a senior manager in BerryDunn's Local Government Practice Group and experienced IS executive with extensive public-sector experience. She leads our Technology Management Practice, which specializes in assisting local governments as they develop IT assessments and strategic plans. Erin brings over 25 years of experience performing and managing all levels of IT operations and projects for local governments. Her operational experience includes IT service management design and operation; building technology focused strategic business partnerships; extensive project management; data management; and cost planning and budgeting. Erin has demonstrated skills in guiding clients through complex decision-making processes, considering the resource needs of organizations in delivering IT services.

RELEVANT EXPERIENCE

IT Leadership and Business Systems Management (BSM): During her 18-year tenure with the City of College Station, Texas, and as assistant IT director, Erin managed, supervised, set goals and achievements, and performed strategic planning. She also managed the administration, setup, inventory, and integration of enterprise hardware, application servers, and software.

Technology Solutions: Erin has over 25 years' experience implementing technology solutions, from IT infrastructure to enterprise applications solutions for all local government departments' operations. These implementations include identification of business needs and requirements, selection of solutions based on those business needs, managing the implementation and deployment of the solutions, and preparing the solution for ongoing operational support. Erin's implementation strategies align operational needs with enterprise technology management practices, improving partnerships with technology providers and users within the organization. Erin is particularly adept at working with clients through translation of technical aspects of selection and implementation projects, including interfaces, integrations, conversion preparation and execution, structured and sustainable access controls, and identification of opportunities to leverage technical features to enhance business processes.

Tab 7: City Forms and Documents Applicable to the Solicitation

Vendor Information

PROPOSAL FORMS

250166-P-AS. Utility Billing Audit Services

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: Berry, Dunn, McNeil & Parker, LLC

Address 1: 2211 Congress Street

Address 2: _____

City: Portland

State: Maine

Zip Code: 04102

Phone Number: (207) 541-2200

Fax Number: (207) 774-2375

Project Contact: Seth Hedstrom, Principal

e-mail address: shedstrom@berrydunn.com

Remittance (Payment) Mailing Information

Address 1: 2211 Congress Street

Address 2: _____

City: Portland State: Maine

Zip Code: 04102

Phone Number: (207) 541-2200

Fax Number: (207) 774-2375

Project Contact: Seth Hedstrom, Principal

e-mail address: shedstrom@berrydunn.com

Federal Tax ID No.: _____

01-0523282

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.
3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
<u>8/7/2025</u>	<u>1</u>	_____	_____
_____	_____	_____	_____
 - (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
 - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any

agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City of Tarpon Springs.

4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal.

Proposer:  (signature)

NON-COLLUSION AFFIDAVIT

I, Seth Hedstrom, depose and say that:

1. I am Principal of the firm of Berry, Dunn, McNeil & Parker, LLC, the firm submitting the response described in this Request for Proposals for: RFP No. 250166-P-AS, Utility Billing Audit Services, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

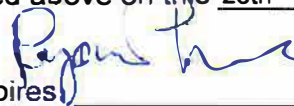
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder:  Date: August 26, 2025

STATE OF: Maine CITY OF: Portland

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 26th day of August 2025.

NOTARY PUBLIC 
My Commission Expires January 15, 2026

RYANN PHILBROOK
NOTARY PUBLIC
State of Maine
My Commission Expires
January 15, 2026

DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: August 26, 2025

Signature: 

Company: Berry, Dunn, McNeil & Parker, LLC

Name: Seth Hedstrom
(Typed or Printed)

Address: 2211 Congress Street

Title: Principal

Portland, Maine 04102

Phone No: (207) 541-2200

E-Mail: shedstrom@berrydunn.com

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company)

Berry, Dunn, McNeil & Parker, LLC warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee".

Signature



Date: August 26, 2025

STATE OF: Maine CITY OF: Portland

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification: (type of identification)

NOTARY PUBLIC



My commission expires:

RYANN PHILBROOK
NOTARY PUBLIC
State of Maine
My Commission Expires
January 15, 2026

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST

Signature of Corporate Secretary

Seth E. Webber, Secretary
Type/Print Name of Corporate Secy.

August 26, 2025
Date

Berry, Dunn, McNeil & Parker, LLC
Company Name

Signature

Seth Hedstrom, Principal
Type/Print Name

August 26, 2025
Date

(CORPORATE SEAL)



Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: August 26 , 20 25

Signed: 

Entity: Berry, Dunn, McNeil & Parker, LLC

Name: Seth Hedstrom

Title: Principal

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: 2, 6 August, 202 5

Signed: 

Entity: Berry, Dunn, McNeil & Parker, LLC

Name: Seth Hedstrom

Title: Principal

Appendix A. Certificate of Vote

CERTIFICATE OF VOTE/AUTHORITY

I, Sarah L. Belliveau of Berry, Dunn, McNeil & Parker, LLC do hereby certify that:

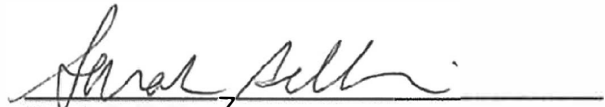
1. I am the Chief Executive Officer of Berry, Dunn, McNeil & Parker, LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions, or modifications thereto, with the City of Tarpon Springs, Florida.

RESOLVED: That the Principal is hereby authorized on behalf of this company to enter into said contracts with the City of Tarpon Springs, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate and Seth Hedstrom is the duly elected Principal of the Limited Liability Company.

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 26th day of August, 2025.

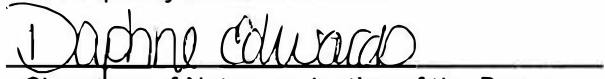
IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of the company this 26th day of August, 2025.



Sarah L. Belliveau
Chief Executive Officer
Berry, Dunn, McNeil & Parker, LLC

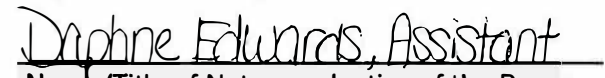
STATE OF MAINE
COUNTY OF CUMBERLAND

On August 26, 2025, before the undersigned officer, personally appeared the person identified directly above or satisfactorily proven to be the person whose name is signed above and acknowledged that she/he executed this document in the capacity indicated above.



Signature of Notary or Justice of the Peace

Notary Seal



Name/Title of Notary or Justice of the Peace

My Commission Expires: _____



berrydunn.com

DAPHNE EDWARDS
NOTARY PUBLIC
State of Maine
My Commission Expires
January 5, 2030

PROPOSAL

COST PROPOSAL TO:

City of Tarpon Springs

RFP NO. 250166-P-AS

UTILITY BILLING AUDIT SERVICES

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102
207.541.2200

Seth Hedstrom, Project Principal

Berry, Dunn, McNeil & Parker, LLC
shedstrom@berrydunn.com
207.541.2212

Lauren Brown, Project Manager

Berry, Dunn, McNeil & Parker, LLC
lauren.b.brown@berrydunn.com

Proposal Submitted On:

August 26, 2025 before 3:00 p.m. ET

Tab 3: Price

RFP No. 250166-P-AS UTILITY BILLING AUDIT SERVICES COST PROPOSAL/PRICING SUMMARY

Having become familiar with the scope of services, and having reviewed the City's terms and conditions throughout this RFP and the sample contract, the undersigned proposes to complete execution of the services at the cost proposed herein. All costs submitted are ceiling rates inclusive of any fees associated with the services. The cost shall remain firm for the entirety of the project and resulting contract.

Note: Supplemental Services, the City may have additional services that may be included in the project, this will not be included in the assigned points that are allotted for the Cost Proposal

TASK No.	DESCRIPTION	JOB CATEGORY	Hourly Rate	Total Hours	Total Cost (\$)
Deliverable 1	Project Work Plan and Schedule	Principal Project Manager SME	\$260	24	\$6,240
Deliverable 2	Biweekly Project Status Updates	Project Manager	\$260	24	\$6,240
Deliverable 3	UB and Collections Review Findings and Summary Memo	Principal Project Manager 4 SMEs Business Analyst	\$260	140	\$36,400
Deliverable 4	Current State Assessment Report	Project Manager 4 SMEs Business Analyst	\$260	60	\$15,600
Deliverable 5	UB NRW Audit and Assessment Results	Project Manager 4 SMEs	\$260	40	\$10,400
	Total Fees (used for determining points)			288	\$74,880

Supplemental Services (please list any position title and hourly rate for individuals that may be assigned) Position Description:	FEES
Project Principal	\$525
Project Manager	\$318
Utility Billing SME	\$318
Business Analyst	\$318
Utility Finance Analyst	\$318
Utility Management SME	\$318
Naviline/CentralSquare SME	\$318
Personnel listed below are not on the project team for the proposed scope but can be made available. BerryDunn has an extensive team of local government and utility consultants and can provide additional specialists and subject matter experts as needed.	
Procurement SME	\$318
Grants SME	\$318
CRM SME	\$318

Company: Berry, Dunn, McNeil & Parker, LLC

Authorized Representative Printed Name: Seth Hedstrom, Principal

“BerryDunn” is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.

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**REQUEST FOR PROPOSALS
EVALUATION FORM**

**CONSENSUS SCORE SHEET
FINAL EVALUATION**

	RANK	BerryDun	E Source Companies LLC								
Relevant Experience and References	30 pts	28	27								
Project Implementation and Schedule	30 pts	28	25								
Qualifications of Key Personnel	30 pts	28	24								
Fee Proposal	10 pts	6.68	10								
Total Possible Points:	100 pts	90.68	86								

PROJECT TITLE: Utility Billing Audit Services

INITIAL SCORING MEETING DATE: 9/23/2025

RFP NUMBER: 250166-P-AS

Thomas Kiger

Thomas Kiger, Public Services Director

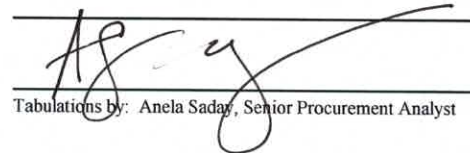
Billy Poulos

Billy Poulos, City Internal Auditor

Shane Smith

Shane Smith, Accounting Manager

**NOTE: DO NOT DISCUSS THESE SCORES WITH OTHER COMMITTEE
MEMBERS, FIRMS OR ANYONE OTHER THAN AUTHORIZED ADVISORS UNTIL
FINAL RANKING HAS BEEN OFFICIALLY ANNOUNCED**



Tabulations by: Anela Saday, Senior Procurement Analyst

Signature: 

Email: tkiger@ctsfl.us

Signature: Basilios Poulos
Basilios Poulos (Sep 24, 2025 08:34:54 EDT)

Email: bpoulos@ctsfl.us

Signature: 

Email: Shsmith@ctsfl.us



Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Approve File No. 260024-C-JL Post Storm Recovery Services Interlocal Agreement (**Janina Lewis Procurement Services Director**)

Recommendation

Award Contract File No. 260024-C-JL, On-Call Professional Services for Post-Storm Recovery Services-Interlocal Agreement utilizing Pinellas County RFP #25-0763-RFP, with Multiple Firms (see attached listing), for Citywide Usage.

Background

Pinellas County experienced significant devastation from Hurricanes Helene and Milton in 2024, resulting in substantial damage to housing structures and non-residential structures. The cumulative impact of these disasters highlighted the critical need to have on-call professional services committed to being available to support municipalities (cities, towns and unincorporated county) across Pinellas County post-storm event. The application of this contract is intended to be “scalable” such that each municipality (city, town and/or unincorporated county) utilizing this contract the City will be able to use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources are needed. The purpose of this agreement is to provide Professional Services to support recovery services including Building Code Administration, Floodplain Management Ordinance Administration & Enforcement, Code Enforcement and Communications Support.

Each municipality (city, town and/or unincorporated county) will enter into a separate agreement with the vendor they select from an approved list and will be solely responsible for managing their agreement including the costs and services provided by the contractor (see attached). There are no costs to the City until services are rendered and at that time will be eligible for FEMA reimbursement.

Funding

As needed.

Strategic Plan Objective

N/A

INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2

OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNICIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6

FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7

EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8

TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10 APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY

By: _____
Authorized Officer

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement

(attached, template for municipalities to sign with selected contractors)

Scope of Work

Having qualified staffing in-place in a scalable contract available to all 24 cities and towns. The professional services will include:

- Florida Building Code administration
- Floodplain Management
- Code Enforcement
- Communications Support

Ranking

Vendor	Total Score	Ranking
Tetra Tech, Inc.	939	1
Struction Solutions	911	2
AECOM Technical Services	905	3
Lemoine Disaster Recovery, LLC	897	4
Tidal Basin Government Consulting, LLC	842	5
HR Green, Inc.	831	6
Gulf Atlantic Engineers, P.A.	626	7
JPI	56	8
Hage Fence Repair of TB Inc	44	9

Key Contract Terms

- Interlocal Agreement (ILA) to be executed by each city/town with Pinellas County
 - Each city/town enters into own contract with vendor(s)
 - Duration of Agreement: 5 years
 - Unit prices adjustable after 12 months and thereafter annually (to exceed CPI or 5%, whichever is less)
 - Contract Extension: up to two 12-month periods

Staffing

Position Title	Unit of Measure	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	Each	35			1	10	5	10
Plans Examiner	Each	25	1		10	12	10	10
Building Inspector	Each	304	2		10	15	15	5
Architect	Each	515	1		2	5	5	5
Engineer	Each	3,859	2	4	2	300	25	5
Permit Technician	Each	847	1	7	10	15	25	26
Supervisor/Project Manager	Each	3,437	2	1	5	40	50	11
GIS Specialist	Each	336		3	1	12	15	3
Substantial Damage (SD) Inspector	Each	273	2		20	425	250	150
Certified Floodplain Manager	Each	202	2	7	1	25	25	15
Certified Appraiser	Each	41	1		4	5	25	10
Building Cost Estimator	Each	127	4		2	130	50	20
Code Inspector	Each	20			4	10	125	10
Communications Support	Each	315	2	4	20	75	150	15

Pricing Schedule

Position Title	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	\$180.00			\$245.00	\$160.00	\$225.00	\$172.00
Plans Examiner	\$170.00	\$125.00		\$170.00	\$145.00	\$225.00	\$140.00
Building Inspector	\$145.00	\$125.00		\$150.00	\$150.00	\$225.00	\$155.00
Architect	\$170.00	\$150.00		\$245.00	\$250.00	\$200.00	\$197.00
Engineer	\$205.00	\$175.00	\$210.00	\$245.00	\$225.00	\$250.00	\$209.00
Permit Technician	\$115.00	\$120.00	\$115.00	\$100.00	\$135.00	\$135.00	\$147.00
Supervisor/Project Manager	\$205.00	\$175.00	\$230.00	\$175.00	\$170.00	\$165.00	\$191.00
GIS Specialist	\$140.00		\$150.00	\$175.00	\$155.00	\$95.00	\$163.00
Substantial Damage (SD) Inspector	\$150.00	\$175.00		\$125.00	\$145.00	\$110.00	\$130.00
Certified Floodplain Manager	\$145.00	\$175.00	\$210.00	\$175.00	\$200.00	\$185.00	\$206.00
Certified Appraiser	\$165.00	\$150.00		\$130.00	\$155.00	\$125.00	\$222.00
Building Cost Estimator	\$145.00	\$140.00		\$130.00	\$140.00	\$165.00	\$199.00
Code Inspector	\$150.00			\$160.00	\$165.00	\$110.00	\$163.00
Communications Support	\$110.00	\$120.00	\$210.00	\$90.00	\$115.00	\$100.00	\$140.00



EXHIBIT A
SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County (*cities, towns and unincorporated county*) such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be “scalable” such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The contractor shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC) and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the contractor shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a “safe home” environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management
 1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE data input/remodels and quality control measures implementation
 2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
 3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
 4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
 5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
 6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
 7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
 8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

CITY/TOWN

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)



Project Administration Department

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

Memorandum

Date: October 14, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Tommy Kiger, Public Services Director 
From: P.J. Harbert, Grant Project Specialist
Jamie Taylor, Recreation Superintendent
Subject: Pinellas County Community Development Block Grant Subaward Agreement No. CD25TSCCG

Recommendation

Approval is recommended for the Mayor or his/her designee per City resolution to execute a Community Development Block Grant Program Subaward Subrecipient Agreement with Pinellas County in the amount of \$142,895.00 for the purpose of replacing the Tarpon Springs Community Center gymnasium floor. This funding is a pass-through grant from Pinellas County through the United States Department of Housing and Urban Development (HUD).

Summary

Through the proposed subrecipient agreement, Pinellas County has agreed to partner with the City to fund the replacing the gymnasium floor of the Tarpon Springs Community Center. This agreement provides \$142,895.00 of funding with the City providing a \$25,000.00 match for a total of \$167,895.00 for total project costs.

This agreement will be in effect from 10/01/2025-09/30/2026.

The agreement document is attached.

The City Attorney has reviewed this document.

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

AGREEMENT NO.: CD25TSCCG

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT

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

WHEREAS, the COUNTY'S long-term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the COUNTY'S 2025-2026 Community Development Annual Action Plan includes Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2025-2026 Annual Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 25-52, approved the 2025-2026 Annual Action Plan (Action Plan); and

WHEREAS, HUD has approved the COUNTY'S Action Plan and use of the funds for the activities identified in the Action Plan; and

WHEREAS, as a result of the submission and approval of the COUNTY'S Action Plan, COUNTY and HUD entered into a Funding Approval/Agreement; and

WHEREAS, the CITY has requested funding for facility renovations, hereinafter referred to as the City of Tarpon Springs Community Center Improvement Project; and

WHEREAS, the **City of Tarpon Springs Community Center Rehabilitation Project** was approved as a project in the Action Plan and is an eligible project that meets the criteria of a National Objective under the CDBG regulations at 24 C.F.R. Part 570.201(c) and 24 C.F.R. Part 570.208(a)(1)(i); and

AGREEMENT NO.: CD25TSCCG

WHEREAS, the COUNTY will serve as a pass-through entity for CITY to receive CDBG funding to support its request; and

WHEREAS, under the CDBG Grant and other applicable Federal law, it is required that the COUNTY and the CITY enter into a written subrecipient agreement, which must include proper assurances that the project will continue to benefit its targeted population for a specific period of time; and

WHEREAS, as a condition of receipt of the CDBG funds and for certain activities and services identified in this AGREEMENT, CITY agrees to certain land use restrictions; and

WHEREAS, Pinellas County Housing and Community Development Department (DEPARTMENT) administers the CDBG program on behalf of the COUNTY.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, COUNTY and CITY agree as follows:

1. PROJECT DESCRIPTION

- a) CITY shall make facility improvements at the CITY'S Tarpon Springs Community Center located at 400 South Walton Avenue, Tarpon Springs; hereinafter referred to as the "PROJECT." COUNTY shall provide funds to CITY under this AGREEMENT for eligible costs associated with PROJECT.
- b) The PROJECT will consist of the following facility improvements at the Tarpon Springs Community Center including:
 - i. Replace gymnasium flooring
- c) CITY shall administer the PROJECT in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds and shall ensure all contracts and subcontracts adhere to all requirements of this AGREEMENT.
- d) CITY shall carry out the PROJECT under this AGREEMENT in accordance with the following:
 - i. CITY shall prepare, or cause to be prepared on its behalf, written plans and specifications for the Project. CITY shall provide construction services through an acceptable competitive process for any site improvements for PROJECT. Said construction contracts or bids shall be submitted to DEPARTMENT with a request for approval to accept the recommended as reasonable and acceptable.
 - ii. CITY shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with all prime contractors.
 - iii. CITY shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
- e) CITY shall ensure PROJECT meets the CDBG National Objective to benefit low- and moderate-income persons, as defined in 24 CFR 570.208. CITY certifies that the PROJECT will meet the national objective

AGREEMENT NO.: CD25TSCCG

by serving approximately 2,660 low- and moderate-income residents, in the locally designated Tarpon Springs Target Area, a low- to moderate-income area.

- f) Property: The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 400 South Walton Avenue, Tarpon Springs, Florida 34689, which is further known as:

LEGAL DESCRIPTION: LOT 1, BLOCK 49, OFFICIAL MAP OF TARPON SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 78, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL NO#: 12/27/15/89982/049/0010

- g) CITY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into this AGREEMENT and restrict the use of the PROPERTY as described herein.
- h) During the term and Restricted Period of this AGREEMENT, as further defined herein, CITY shall ensure that services provided on the PROPERTY benefit community residents, at least 51% of which must be low- to moderate-income persons whose income does not exceed 80% of Area Medium Income, as defined by HUD.
- i) CITY agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by COUNTY, if expense is estimated to be \$500 or more. CITY agrees that it is CITY'S responsibility to notify COUNTY and provide two bids with notice of said items. Any said purchases made without prior COUNTY approval shall not be eligible for reimbursement.

2. MONITORING

- a) COUNTY shall have the right to monitor the CITY to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.
- b) Depending on the COUNTY'S assessment of risk of performance by CITY, additional requirements may be imposed on the CITY, including training, technical assistance, desk-top and on-site reviews.
- c) Substandard performance as determined by the COUNTY will constitute noncompliance with this AGREEMENT.

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2026**, or until COUNTY'S full and complete disbursement of funding to CITY, whichever comes first. CITY may use the funds provided herein to cover eligible PROJECT expenses incurred by the CITY between **October 1, 2025** and **September 30, 2026**.

Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS.

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse CITY a maximum of **\$142,895.00 (One Hundred Forty-Two Thousand, Eight Hundred Ninety-Five and NO/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.
- b) If CITY receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, CITY shall notify COUNTY in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by COUNTY within forty-five (45) days of said notification. Should CITY collect any third-party payments for eligible activities for which COUNTY has reimbursed CITY, CITY shall reimburse COUNTY up to the total amount reimbursed by COUNTY.
- c) COUNTY shall pay CITY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT.
- d) CITY shall submit supporting documentation with each request for reimbursement of actual costs incurred by CITY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to CITY by the DEPARTMENT.
- e) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay CITY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- f) Should CITY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.
- g) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the COUNTY may prescribe.
- h) CITY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the CITY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- i) In the event that HUD determines that CITY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, CITY shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

AGREEMENT NO.: CD25TSCCG

- j) CITY shall insure recognition of the role of the COUNTY in providing funding through this AGREEMENT. Where possible, all media, press releases, publications, and temporary construction signage, if applicable, utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- k) Labor Standards. CITY acknowledges that the entire Project is subject to and agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

CITY shall obtain DEPARTMENT Davis-Bacon Contract Administrator's approval prior to disbursing all the PROJECT'S construction payments to contractors.

- l) Section 3. CITY acknowledges that the entire Project must remain in compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this AGREEMENT and binding upon the County, the CITY subcontractors.
- m) Build America, Buy America. CITY acknowledges that the Project must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the PROJECT. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by waiver.

The BABA Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and establishing a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. CITY acknowledges that for PROJECT, unless subject to eligible waivers, CITY must ensure that the iron, steel, manufactured products, and construction materials used in the Project are produced in the United States. In section 70912, the BABA Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

- n) CITY shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein. CITY shall ensure contracts with contractors comply with all requirements in **Attachment C**, Contract Provisions for Contracts Under Federal Awards.

AGREEMENT NO.: CD25TSCCG

- 5. SPECIFIC GRANT INFORMATION:** 2 C.F.R. Part 200.332(b) (1) (Federal Award Identification) requires that certain specific information about the CDBG Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.332(b) (1), follows:

(a)	Subrecipient's Name	City of Tarpon Springs
(b)	Subrecipient's Unique Entity Identifier (UEI)	Q41BMMTPYN93
(c)	Federal Award Identification Number (FAIN)	B-25-UC-12-0005
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
(f)	Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
(g)	Amount of Federal Funds Obligated in the subaward	\$142,895.00
(h)	Total Amount of Federal Funds Obligated to Subrecipient (<i>"by the pass-through entity including the current financial obligation"</i>)	\$142,895.00
(i)	Total Amount of the Federal Award (<i>"committed to the subrecipient by the pass-through entity."</i>)	\$142,895.00
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Community Center improvements including replacing the gymnasium floor.
(k)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(l)	Pass-Through Entity, GRANTEE	Pinellas County
(m)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 310 Court Street, 1 st Floor Clearwater, Florida 33756 Phone: 727-464-8232
(n)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(o)	Amount Made Available Under Each Federal Award	\$2,339,516.00
(p)	Identification of Whether the Award is for research and development (R&D)	Award not for R&D
(q)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is used in accordance with 2 C.F.R 200.414	N/A

6. PROGRAM INCOME

Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this PROJECT, any such income received by CITY is to be returned to COUNTY within thirty (30) days of receipt of such funds. Upon completion of the PROJECT, CITY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- a) Use Restrictions: The CITY covenants and agrees that the PROPERTY shall be used to provide services to community residents. The CITY shall ensure that 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD.
- b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **October 1, 2036** (hereinafter the "Restricted Period").
- c) Successors and Assigns: The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the CITY, its successors, assigns, and all subsequent owners of the PROPERTY or any interest therein, during the Restricted Period. The CITY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the PROPERTY. Notwithstanding, however, if all or any part of the PROPERTY or an interest therein is sold or transferred, the COUNTY may, in its sole discretion, and in addition to all other remedies provided in law or equity, require CITY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Housing and Community Development Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
- d) Sale or Lease Notice Requirements: CITY covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.
- e) Recordation: This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

8. DEFAULT

The CITY will be in default of this AGREEMENT, if CITY materially fails to perform under or breach any of the terms of this AGREEMENT, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the CITY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT;

- d) Submission by the CITY to COUNTY of reports that are incorrect or incomplete in any material respect;
or
- e) Sale or alteration of the PROJECT or PROPERTY in a way that no longer conforms to the use or terms specified herein.

9. REMEDIES

In the event of a default, COUNTY shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by CITY of its obligations under this AGREEMENT;
- b) To require CITY to reimburse to COUNTY CDBG funds used for the PROJECT in accordance with the Reversion of Assets Requirements adopted by the DEPARTMENT of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
- c) In accordance with 2 C.F.R. Part 200.339 (Remedies for Noncompliance), if COUNTY determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if COUNTY determines that an opportunity to cure the default is unwarranted or will likely be ineffective, COUNTY may take one or more of the following actions upon seven (7) calendar days' notice in writing to CITY:
 - i. Temporarily withhold reimbursement requests until CITY takes corrective action;
 - ii. Disallow costs for all or a part of the activity associated with the noncompliance of CITY;
 - iii. Initiate suspension or debarment proceedings;
 - iv. Withhold further Federal awards (new awards or continuation funding) for the project or program;
 - v. Suspend or terminate the AGREEMENT in part or in its entirety; or
 - vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.342 (Opportunities to Object, Hearings, and Appeals), CITY will be entitled to hearings, appeals or other administrative proceedings to which CITY is entitled under any statute or regulation applicable to the action involved.

- d) In the event of a default by CITY, COUNTY may impose additional conditions, including requiring additional information from CITY to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the CITY to obtain technical or management assistance. COUNTY may also give CITY a reasonable opportunity to cure the default; reasonableness shall be determined by COUNTY and shall be based upon the nature and extent of the default.

10. TERMINATION

- a) Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Sections 8 and 9 herein.
- b) Termination for convenience. This AGREEMENT may be terminated by COUNTY or CITY, in whole or in part, upon sixty (60) days written notice by the terminating party to the other party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by CITY, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. When applicable, the COUNTY will follow the applicable requirements of 2 C.F.R. Part 200.340 (Termination) and 2 CFR Part 200.341 (Notification of Termination Requirement) for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.
- c) Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).
- d) Effects of Termination. Costs to the CITY resulting from obligations incurred by the CITY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes CITY in the notice of suspension or termination. Costs to the CITY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

11. HOLD HARMLESS

The COUNTY and CITY 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, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either COUNTY or CITY. Nothing herein shall be construed as consent by COUNTY or CITY to be sued by third parties in any manner arising out of this AGREEMENT.

12. INSURANCE

- a) CITY shall maintain insurance coverage per **Attachment D**, Insurance Requirements.
- b) During the Restricted Period, CITY will carry coverage for all damage to the real property identified in Section 1 (Project Description), and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy (or policies).

- c) CITY shall furnish COUNTY, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

13. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) PROJECT shall be conducted and administered under the direction of CITY representative. Unless otherwise specified herein or necessary, CITY representative shall coordinate PROJECT implementation with COUNTY representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for CITY and COUNTY, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Joe Riddle, Grants Program Manager
Pinellas County Housing and
Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Telephone: 727-464-8234
Fax: 727-464-8254
Email: jriddle@pinellas.gov

CITY REPRESENTATIVE:

John Koulianos, Mayor
City of Tarpon Springs
324 Pine Street
Tarpon Springs, Florida 34689
Telephone: 727-494-2156 (Paulette Harbert)
Email: pharbert@ctsfl.us

14. MODIFICATIONS

- a) COUNTY or CITY may amend this AGREEMENT at any time to conform with Federal, state, or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of COUNTY and CITY, and approved by the COUNTY'S governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the COUNTY or CITY from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT for minor project description updates that do not change the purpose of the project and that do not increase the maximum funding amount shall be submitted in

the format prescribed and provided by the COUNTY in **Attachment E**, Modification Form. Modifications may be executed on behalf of the COUNTY by its Director of the DEPARTMENT.

15. ASSIGNABILITY

CITY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of COUNTY. Any purported assignment in violation of this section shall be null and void. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be CITY'S responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

CITY shall not pledge, mortgage this CDBG Grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the COUNTY.

16. GOVERNING LAW

CITY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG);
- d) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- e) Any and all laws, statutes, ordinances, rules, regulations, or requirements of the Federal, State, or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, CITY agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing CITY's organization and governing the award provided under this AGREEMENT. **Attachment F**, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the award. CITY further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the CDBG Grant and are hereby imposed upon CITY. Moreover, those rights reserved by HUD in the CDBG Grant are hereby reserved by the COUNTY to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

17. RELATIONSHIP OF THE PARTIES

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CITY will at all times remain an independent entity with respect to performance of the PROJECT. COUNTY will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the CITY is an independent entity.

18. PERFORMANCE WAIVER

COUNTY'S failure to act with respect to a breach by CITY does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

19. SEVERABILITY

The terms and conditions of the AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this AGREEMENT shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the AGREEMENT impossible to perform.

20. ENTIRETY

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and CITY and supersedes all prior negotiations, representations, or agreements either oral or written.

COUNTY and CITY may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

(SIGNATURE PAGE FOLLOWS)

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

Signed, sealed, and delivered in the presence of:

PINELLAS COUNTY, FLORIDA
a political subdivision, of the State of Florida

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

By: _____
Name: Barry A. Burton, County Administrator
Address: 315 Court Street, Clearwater, FL 33756

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

Signed, sealed, and delivered in the presence of:

CITY: City of Tarpon Springs, a Florida Municipality

By: _____
Name: John Koulianos, Mayor
Address: 324 Pine Street, Tarpon Springs, FL 34689

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. CITY agrees to comply with Subpart E of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) Cost Principles. CITY will administer its program in conformance with Subpart E of 2 CFR Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) Duplication of Costs. CITY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract, or other source.

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) General. CITY will provide the following written policies or procedures in accordance with 2 CFR Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 5.106:
 - i. Conflict of Interest Policy, in accordance with 2 CFR 200.112 (Conflict of Interest), 2 CFR 200.318(c) (General Procurement Standards).
 - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 CFR 200.302(b) (7) (Financial Management) and 2 CFR 200.403 (Factors Affecting Allowability of Costs).
 - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 CFR 200.305 (Federal Payment).
 - iv. Procurement/Purchasing Policy, in accordance with 2 CFR 200.318(a) (General Procurement Standards), 2 CFR 200.319(c) (d) (Competition), and 2 CFR 200.320 (Procurement Methods), 2 CFR 200.324 (Contract Cost and Price), 2 CFR 200.326 (Bonding Requirements).
 - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 CFR 200.430 (Compensation-Personal Services), 2 CFR 200.431 (Compensation-Fringe Benefits), 2 CFR 200.474 (Transportation Costs).
 - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 CFR 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If CITY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

A3. DOCUMENTATION AND RECORDKEEPING

- a) Records to Be Maintained. CITY will maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, 2 CFR 200.302 (Financial Management) and 2 CFR 200.334 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:

AGREEMENT NO.: CD25TSCCG

- i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. CITY understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
 - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - vi. Records documenting compliance with the civil rights components of the CDBG program;
 - vii. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200.334;
 - viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
 - ix. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- b) Record Retention and Access [2 CFR 200.334 - Record Retention Requirements]. All records pertaining to this AGREEMENT and the federal award shall be retained for three years from the date of submission of the final financial. For awards that are renewed quarterly or annually, CITY must retain records for three years from the date of submission of the quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:
- i. The records must be retained until all litigation, claims, or audit findings involving records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.
 - ii. When the COUNTY or CITY is notified in writing by the Federal agency or pass-through-entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
 - iii. The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
 - iv. The three-year retention requirement does not apply to the COUNTY or CITY when records are transferred to or maintained by the Federal agency.
 - v. The records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or CITY'S fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the COUNTY or CITY to report on program income earned after the period of performance in the terms and conditions of the Federal award.

- vi. The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates must be retained according to the applicable option below:
 - 1. *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - 2. *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- c) Methods for Collection, Transmission, and Storage of Information [2 CFR 200.336]. When practicable, CITY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, CITY must always provide or accept paper versions of Federal award information to and from the COUNTY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The CITY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, CITY may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.
- d) Access to Records [2 CFR 200.337].
 - i. Records of Recipients and Subrecipients. The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or CITY pertinent to the Federal award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or CITY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
 - ii. Extraordinary and Rare Circumstances. The COUNTY or CITY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.

AGREEMENT NO.: CD25TSCCG

- iii. Expiration of Right of Access. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and CITY.
- e) Audits and Inspection. If CITY expends more than \$1,000,000 or more in a fiscal year in Federal awards from all sources, CITY must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.218. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless CITY and the DEPARTMENT agree to a longer period in advance. CITY shall be responsible for the costs associated with this audit. CITY shall submit any additional documentation requested by COUNTY to substantiate compliance to this provision if necessary. In the event the CITY expends less than the threshold established by 2 CFR Part 200.501, the CITY is exempt from Federal audit requirements for that fiscal year, however, the CITY must provide a Single Audit exemption statement to the COUNTY no later than three months after the end of the CITY'S fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, CITY shall be held liable for reimbursement to COUNTY of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after COUNTY has notified CITY of such non-compliance.

The CITY is responsible for follow-up and corrective action on all audit findings pursuant to 2 CFR Part 200.511 (Audit Findings Follow Up) and 2 CFR Part 200.512 (Report Submission). Failure of CITY to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

A4. REPORTING

- a) General. CITY shall provide to DEPARTMENT its Unique Entity Identifier (UEI) and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the UEI, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR Part 170. CITY will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) Program Income. Although no program income, as defined by 24 CFR Part 570.500(a), is anticipated as a result of this PROJECT, any such income received by CITY is to be returned to COUNTY within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, CITY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

- c) Reports – During Effective Period. During the Effective Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, quarterly, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Quarterly reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30th, April 30th, and July 30th, as applicable. The final fourth quarter report is due either with the final payment request in October 2026, or no later than fifteen business days after September 30th if final payment has already been requested.
- d) Reports – During Restricted Period. During the Restricted Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, annually, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Annual reports are due 30 days following the end of each fiscal year, September 30th, throughout the Restricted Period.

A5. ENVIRONMENTAL

CITY shall not assume COUNTY'S environmental responsibilities described at Sec.570.604; and CITY shall not assume COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. However, CITY agrees that it shall supply COUNTY with all available, relevant information necessary for the COUNTY to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the CDBG Award; it shall carry out mitigating measures required by the COUNTY or select alternate eligible property; and it shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from the COUNTY that the environmental review is complete.

A6. ENVIRONMENTAL CONDITIONS AND HISTORICAL REVIEW

- a) Air and Water. The CITY agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the CITY shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- c) **Lead-Based Paint.** The CITY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- d) **Historic Preservation.** The CITY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

- a) **APPLICABLE LAWS.** CITY shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, CITY shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, COUNTY shall have the right to terminate this AGREEMENT. CITY shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, CITY shall, within the eligible population, comply with the following nondiscrimination requirements:
- i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 CFR Part 1, together with section 109 of the Act (24 CFR Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
 - iii. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iv. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 2 CFR 200.321 applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with COUNTY'S Ordinance No. 26.5 Part 2, CITY must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - v. **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$200,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing,

and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon COUNTY'S, CITY, and any of CITY'S subcontractors. Failure to fulfill these requirements shall subject CITY and any of CITY'S subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. CITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

CITY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

CITY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: *"The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*

CITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within Pinellas County; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- vi. Age Discrimination Act of 1975, as Amended. No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
- vii. Section 504 of the Rehabilitation Act of 1973, as Amended. No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment),

denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

- viii. Public Law 101-336, Americans with Disabilities Act of 1990. Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
 - ix. ADA Compliance. CITY shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).
- b) POSTING REQUIREMENT. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B2. GENDER IDENTITY

CITY, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 CFR 5.105(a) (2) and 24 CFR 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

B3. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, the CITY, or any designated public agency.

CITY agrees to abide by the provisions of 2 CFR Part 200.318 and 24 CFR Part 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B4. DEBARMENT AND SUSPENSION

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. CITY acknowledges that this Grant is subject to 31 CFR Part 19 (Government Debarment and Suspension (Nonprocurement)). CITY acknowledges it is not included in the Federal

AGREEMENT NO.: CD25TSCCG

Government's Excluded Parties List, accessible on www.sam.gov. If CITY ever is placed on such list, or becomes aware that it will be placed on such list, CITY shall notify COUNTY immediately.

- i. CITY certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where CITY is unable to certify to any of the statements in this contract, CITY will attach an explanation to this contract.
 - iii. CITY further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) Changes. CITY shall report all changes to systems utilized to carry out the PROJECT, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

B5. RELIGIOUS ACTIVITIES

CITY, if a faith-based organization, shall comply with the terms and conditions set forth in 24 CFR Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 CFR Part 570.200, 24 CFR Part 570.503, as amended, and 24 CFR Part 570.607 regarding faith-based organizations.

B6. LOBBYING

CITY acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. CITY certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c) It will require that the language of paragraph (d) of this Section 5B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

AGREEMENT NO.: CD25TSCCG

under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

ATTACHMENT C - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

This AGREEMENT is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, CITY shall ensure all contracts awarded to qualified bidders are subject to the following provisions, as applicable, to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

If this contract meets the definition of a "federally assisted construction contract", during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the COUNTY or CITY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the COUNTY or CITY must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <https://uscontractorregistration.com/> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.

AGREEMENT NO.: CD25TSCCG

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal agency or COUNTY in accordance with the established Federal agency policies.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and COUNTY. CONTRACTOR is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339, Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or COUNTY designates as sensitive or the COUNTY designates as sensitive and is consistent with applicable federal, state, local and tribal laws regarding privacy and responsibility over confidentiality. Per Title 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more type of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must, when possible, should ensure that small, businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered as set forth below:

- (1) Include these business types on solicitation lists;
- (2) Assuring that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which

shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Domestic Preferences for Procurements [2 CFR §200.322]: CONTRACTOR should (a) to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must (a) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost and percentage of construction costs methods of contracting.

Record Retention Requirements [2 CFR 200.334]: Financial award records must be retained for three years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, records must be retained for three years from the date of the submission of the quarterly or annual financial report, respectively. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. Federal agencies or COUNTY may not impose any other record retention requirements except for the following:

- (1) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- (2) When the COUNTY or CITY is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (3) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (4) The three-year retention requirement does not apply to the COUNTY or CITY when records are transferred to or maintained by the Federal agency.
- (5) Records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or CITY'S fiscal year in which the program income is earned. This only applies to if the Federal agency or pass-through entity requires the COUNTY or CITY to report on program income earned after the period of performance in the terms and conditions the Federal award.
- (6) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Request for Transfer of Records [22 CFR 200 § 200.335]: The Federal agency must request the transfer of records to its custody from the COUNTY or CITY when it determines that the records possess long-term retention value. However, the Federal agency may arrange for the COUNTY or CITY to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

Methods for Collection, Transmission, and Storage of Information. [2 CFR 200 § 200.337]: When practicable, the Federal agency or pass-through entity and the COUNTY or CITY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the COUNTY or CITY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The COUNTY or CITY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the COUNTY or CITY may substitute electronic versions may be of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to Records [2 CFR 200 § 200.337]:

- (1) *Records of Recipients and Subrecipients.* The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or CITY pertinent to the Federal award to perform audits, examinations, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or CITY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) *Extraordinary and Rare Circumstances.* The COUNTY or CITY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.
- (3) *Expiration of Right of Access.* The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and CITY.

ATTACHMENT D INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INSURANCE**

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Agency of this requirement to provide notice.
 - 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-Agency.
 - 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.
 - 5) Assign all warranties directly to the County

ATTACHMENT D
INSURANCE REQUIREMENTS

- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** AGENCY is required to provide an evidence of property coverage in an amount of \$142,895.00 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name PINELLAS COUNTY as loss payee.

ATTACHMENT E



PINELLAS COUNTY HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.

Authorized Official:		Date of Request:	
Subrecipient Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes ☐ No ☐	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) why is this change needed and what will be impacted by this change?

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER CITY:

Authorized By: _____

Name/Title _____

Date: _____

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

PINELLAS COUNTY GOVERNMENT:

Verified By: _____

Gregg Mims, Director
Name/Title _____

Date: _____

ATTACHMENT F

FEDERAL PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.067, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements - Siting Near Airports and Coastal Barrier Resources - Fish and Wildlife Protection - Flood Plain - National Historic Preservation - Noise Abatement & Control - Wetlands - Air Quality - Coastal Zones - Endangered Species - Thermal/Explosive Hazards - Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604, 570.202, 24 CFR 58 Ref. At 24 CFR 58.6 See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement - Uniform Relocation Act - Residential anti-displacement and relocation assistance - One-for-One Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11)of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Applicable Credits	2 CFR 200.406	45 CFR § 75.406



Project Administration Department

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

Memorandum

Date: October 14, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Jeffrey Young, Chief of Police *JY*
From: P.J. Harbert, Grant Project Specialist
Subject: Florida Department of Transportation Subgrant for Highway Traffic Safety
Project SUB-2026-City of Ta-00083, Project #M5HVE-2026-00083

Recommendation

Approval is recommended for the Mayor or his/her designee per City resolution to execute a Subgrant Agreement for Highway Traffic Safety with the Florida Department of Transportation in the amount of \$30,000.00 for the purpose of funding overtime for three officers for Saturation Patrols and Driving Under the Influence (DUI) Enforcement. This is a pass-through grant that is funded from the National Highway Traffic Safety Administration to the Florida Department of Transportation.

Summary

Through the proposed subgrant agreement, the Florida Department of Transportation has agreed to partner with the City to fund overtime pay for three officers to conduct Saturation Patrols and Driving Under the Influence Enforcement for the City of Tarpon Springs. This agreement provides \$30,000.00 of funding with no match required.

This agreement will be in effect from 10/01/2025-09/30/2026.

The agreement document is attached.

The City Attorney has reviewed this document.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

For FDOT Use Only Project Number: M5HVE-2026-00083		FDOT Contract Number:	
Federal Funds Awarded: \$30,000		FDOT UEI Number: RFKGNHR7ZH37	
Subgrant Award (Start) Date:		Subgrant End Date: 09/30/2026	
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Tarpon Springs Saturation Patrol and Impaired Driving Enforcement			
2. Federal Funding: \$30,000		Match: \$0	Total Cost: \$30,000
3. Subrecipient Agency: Agency Name: Address: City: State: Zip:		4. Implementing Agency: Agency Name: Address: City: State: Zip:	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):			
6. Federal Unique Entity Identifier (UEI) Number:			
7. Chief Financial Officer: Name: Address: City: State: Zip: Telephone: E-mail:		8. Project Director: (Can not receive any benefit under this subgrant) Name: Address: City: State: Zip: Telephone: E-mail:	
9. Financial Reimbursement Contact: Name: Title: Telephone: E-Mail:		10. Project Activity Contact: Name: Title: Telephone: E-Mail:	
11. Payment Remittance Address: Name: Address: City: State: Zip:			

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The purpose of applying for this funding is to remain attentive to the negative impacts that impaired driving has on the Tarpon Springs community. While Tarpon Springs has remained fairly consistent with their impaired driving statistics, Pinellas County has seen an uptick in serious injury crashes and fatalities as a result of impaired driving. Tarpon Springs has a mutual aid agreement with Pinellas County, thus any negative shifts towards impaired driving will have an indirect effect on the Tarpon Springs community as well. On the Florida Department of Transportation, Highway Safety Matrix for 2026, Tarpon Springs ranks 31 for Florida cities with a population of 15,000-74,999 residents, or areas in the top 40% or impaired fatalities.

According to Signal3Analytics.com, the State of Florida had 1505 serious injury crashes and 1230 fatal crashes because of impaired driving in 2021. Those numbers decreased to 1257 and 1043 in 2022 respectively while further declining to 1089 and 633 in 2023. Seriously injured crashes (because of impaired driving) declined by 27% between 2021 and 2023 across the state of FL, while fatal crashes declined by a whopping 48% during the same time. It should be noted that these numbers were accurate as of 01/31/2024.

Locally, Tarpon Springs, however, has remained fairly the same for both statistics between 2021-2023. For serious crashes, the city had three fatalities in 2021, two in 2022, and three in 2023. Tarpon Springs does operate on a mutual aid agreement with the Pinellas Co. Sheriff's Office; therefore, these types of saturation patrols and concentrated Driving Under the Influence (DUI) enforcement are beneficial to both the city and county to keep the number of impaired driving injuries and fatalities low as possible.

By providing funding for Saturation Patrols and DUI Enforcement within the City of Tarpon Springs, this allows for the northern part of Pinellas County to continue to be vigilant against those who drive impaired and/or under the influence of alcohol or drugs. The city can work in coordination with the Pinellas County Sheriff to provide additional enforcement between Palm Harbor (located directly south of Tarpon Springs) and Pasco County (located directly north).

2. Proposed Solution:

With the FDOT subgrant funding, the Tarpon Springs Police Department will utilize countermeasures detailed in the National Highway Traffic Safety Administration (NHTSA) 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapters 1 and 2: Alcohol Impaired Driving, and Drug-Impaired Driving. This includes CTW Chapter 1 Sections:

- Enforcement:
 - High Visibility Saturation Patrols
 - Zero-Tolerance Law Enforcement
 - Integrated Enforcement
- Other Strategies for Behavior Change
 - Mass-Media Campaigns
 - Alternative Transportation
- Approaches That are Unproven or Need Further Evaluation
 - Youth Programs

CTW Chapter 2 Section:

- Drug-Impaired Driving: Subsection
 - Enforcement of Drug-Impaired Driving

The Tarpon Springs Police Department would like to continue implementing the following strategies and solutions to continue combatting the number of Impaired Driving crashes and fatalities within the city:

The Department will use funding for overtime pay for three (3) officers for six (6) hours each, one (1) time a month for twelve months to conduct Saturation Patrols and focused DUI Enforcement (a total of 36 hours monthly) within City limits to enhance the level of monitoring of impaired driving. Using these saturation patrols, officers hope to increase the number of impaired driving traffic stops conducted while also decreasing the number of impaired driving crashes, especially those resulting in serious injuries and fatalities.

Each law enforcement officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use of an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our activity report, we understand it must include at the minimum, but are not limited to:

- Name of the law enforcement officer
- The Date, Start and End Time, and Total Hours Worked That Shift
- Location of Each Contact
- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.)
- If citations/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt
- If the contact was a citation, warning, and/or arrest
- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and
- A listing of statistics for that activity report that includes totals, for at the minimum: Total Number of Contacts, Total Number of Educational Materials Distributed, Total Arrests (DUI), Total Speed Citations, and Total Safety Belt Citations. (Note: Child Passenger Restraint violations do count toward the total safety belt violations).

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced.

All impaired driving enforcement operations related to this subgrant will be conducted in accordance with the Conditions of Subgrant Agreement as listed in Part V.

All enforcement activities will start within 60 days of this subgrant's award date unless otherwise approved by the FDOT State Safety Office.

However, as crash statistics have risen within Pinellas County, it is expected that by educating the public on the consequences of impaired driving while also deterring impaired drivers through the use of these patrols, these numbers should hopefully decrease within the next year. According to NHTSA's Chapter 1 of the Countermeasures That Work, 11th Edition, deterrence and community outreach are the countermeasures that Tarpon Springs Police feel will best serve a community of our size and demographics.

With the assistance of social media, the Department will continue to educate the public on the consequences of impaired driving while also hopefully deterring those who may be otherwise inclined to operate a motor vehicle while impaired.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease impaired driving-related crashes and fatalities city-wide by 3% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 3 impaired driving high visibility overtime enforcement operations during the project period.
- d. Participate in the National Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- e. Conduct and/or participate in 2 educational/community outreach activities to increase impaired driving

awareness during the project period.

- f. Provide impaired driving information and education to the public through the use of message boards, local media outlets, social media and/or press releases at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Impaired driving-related crashes and fatalities are reduced by 3% city-wide, compared to the 10/01 to 06/30 time period from the previous year.
- c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.
- d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- e. Number of educational/community outreach activities conducted and/or participated in to increase impaired driving awareness during the project period.
- f. Number of instances that impaired driving information and education is provided to the public through the use of message boards, local media outlets, social media and/or press releases during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Tarpon Springs Saturation Patrol and Impaired Driving Enforcement
 Project Number: M5HVE-2026-00083
 FDOT Contract Number: _____

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Budget	Overtime Salary and Benefits for Law Enforcement Officers, benefits to include: FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$30,000	\$	\$30,000	No
Subtotal:		\$30,000	\$0	\$30,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$30,000	\$0	\$30,000	

Part IV: PERFORMANCE REPORT

Project Title: Tarpon Springs Saturation Patrol and Impaired Driving Enforcement
Project Number: M5HVE-2026-00083
FDOT Contract Number: _____

Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and
 - (h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;
- (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

- 23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
- 24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** 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.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for \$200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits;
- (b) Failure to provide required performance and final narrative reports in the required time frame;
- (c) Failure to perform work described in Part II of this Agreement;
- (d) Failure to provide reimbursement requests and performance reports in the required time frame;
- (e) Providing fraudulent performance reports or reimbursement requests; or
- (f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
- (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.
- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

- i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
- ii. Total contract amount;
- iii. Scope of work/Services to be provided;
- iv. Quantifiable, measurable, and verifiable units of deliverables;
- v. Minimum level of service to be performed and criteria for evaluating successful completion;
- vi. Budget/Cost Analysis; and
- vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act Clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21(a) of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify Clause** (see Section 33 of Part V)
- vii. **Nondiscrimination Clause** (see Section 16(h) of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)

- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34(b) of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28(b) of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22(c) of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first \$50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

- ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.
- The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:
Intense: Enforcement activities are over and above what normally takes place.
Frequent: Enforcement occurs often enough to create general deterrence.
Visible: A majority of the public sees or hears about the enforcement.
Strategic: Enforcement targets high-risk locations during high-risk times.
 - (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
 - (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
 - (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

- iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**
 - i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.
 - ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods
- (n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.
- (o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.
- (p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;
- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** \$30,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
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Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260009-C-AS, Fire Hydrant and Valve Maintenance, Repair, and Flushing (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260009-C-AS, Fire Hydrant and Valve Maintenance, Repair, and Flushing, utilizing Seminole County Contract No. IFB-604913-24/LAS with HydroMax USA LLC and R&M Solutions, LLC, effective from the date of approval through March 26, 2028, in an annual estimated amount not to exceed \$110,000 for the Public Services Department – Water Conveyance Division.

Background

The City currently maintains over 1,300 fire hydrants and valve systems that require specific, specialized services and repairs. Properly maintaining these hydrants is essential for the protection of life, safety, and property. The purpose of this contract is to provide for the continuation of citywide fire hydrant and valve inspection, maintenance, and repair services. This includes specific (two-hydrant) flow testing as part of a multi-year ongoing requirement to demonstrate fire system capacity according to Insurance Services Office (ISO) standards. Improving the City's ISO rating could provide lower insurance costs for residents (see attached memo). This contract includes two (2) annual renewal options.

Funding

FY26 budget; account no. 402-4303-536.6300 project #WS2603 - water and sewer enterprise fund CIP and 402-4303-536.4600 - Water Conveyance

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 7, 2025
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Services Director (TK)
Raymond Page, Utilities Superintendent
From: Heather Estright, Water Conveyance Supervisor
Subject: Authorize the Use of Seminole County Contract IFB-604913-24/LAS HydroMax USA LLC (Primary) and R & M Solutions, LLC (Secondary) for Citywide Fire Hydrant and Valve Maintenance, Repair and Flushing Services

Recommendation

Authorize approval of a contract utilizing Seminole County Contract IFB-604913-24/LAS with HydroMax USA LLC (Primary) and R & M Solutions (Secondary) for the annual completion of citywide fire hydrant and valve installation, repair and maintenance services, effective from the date of approval through March 26, 2028, in an estimated annual amount not to exceed \$110,000.

Background

The City currently maintains over 1,300 fire hydrants and valve systems that require specific specialized services and repairs. The hydrants are essential for the protection of life, safety and property throughout the City's service area.

Hydrants will continue to be inspected and maintained annually. The City plans to utilize this contract to continue with specific (2-hydrant) flow testing as part of a multi-year ongoing requirement to demonstrate fire system capacity according to ISO standards. The continued hydrant program has drastically improved our hydrant systems and the improvement in our ISO rating could provide lower insurance costs to the residents.

The contract will also be utilized to perform limited hydrant maintenance and repairs that are determined from the inspection and testing program. The contract provides for detailed unit pricing of various maintenance items (such as re-painting with specific required color code systems and applying ID tags) and repairs that may be required for some hydrants. Painting and aesthetics of the hydrants will be improved with each coating of paint that is applied. The contract is planned to be utilized to allow for repairs so that they may be completed as expeditiously as possible on a priority basis.

The estimate for the work is approximately \$100,000 for assessment, painting, ID and marking. This should allow approximately \$10,000 for follow up repairs to the portion of the hydrants requiring such work. The final cost will be based on actual units serviced and only as needed. Additional, ongoing maintenance and repairs as required will be continued into following fiscal years.

Funding

Funds for this purchase have been planned in the water and sewer enterprise fund CIP in account 402-4303-536.6300 Project #WS2603 and in the operating budget account 402-4303-536.4600 in the FY 2026 budget.

Prepared By: Public Services Department

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a diagonal stroke.

City of Tarpon Springs

Valve & Fire Hydrant Maintenance Services

Piggyback of Seminole County Contract
Fire Hydrants - Valves Maintenance, Repair, and Flushing

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

August 25, 2025

Ray Page
Utilities Superintendent
City of Tarpon Springs
1624 R&L Industrial Blvd.
Tarpon Springs, Fl. 34689

RE: Valve & Fire Hydrant Maintenance Services

Dear Ray,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance services using **Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS)**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong Florida presence, Hydromax USA is uniquely qualified and well-positioned to help the City of Tarpon Springs develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Tarpon Springs a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or shannon.gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

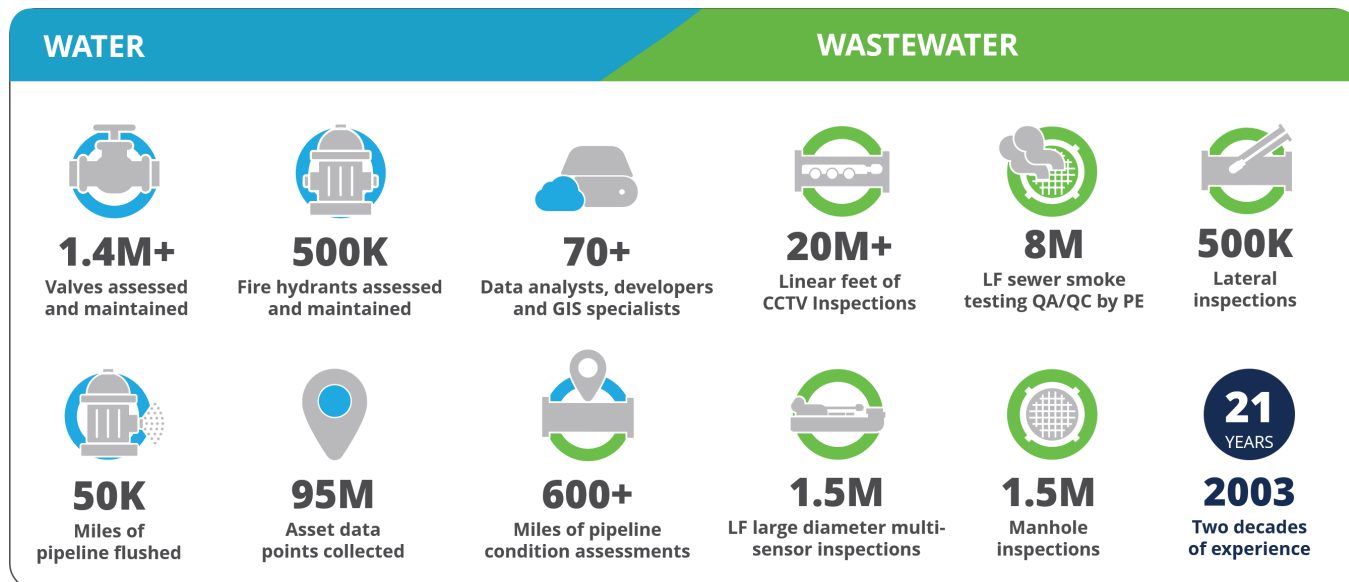
Shannon Gooch

Shannon Gooch
Business Development Manager



COMPANY OVERVIEW

Established in 2003, Hydromax USA has achieved an outstanding 20-year record of supporting water and wastewater utility clients throughout the United States. Our crews have substantial expertise with similar programs, having assessed more than **1.4 million valves**, tested, and maintained over **500,000 fire hydrants**, and collected over **95 million data points**.



As a national professional services firm with more than 600 employees, Hydromax USA has the necessary expertise and manpower to successfully execute this program and we are well-positioned to provide additional capabilities and solutions.

FIRM PRINCIPALS

Hydromax USA is owned by Industrial Group Partners, a San Francisco-based leading private investment partnership with substantial financial resources.

Corporate Headquarters:

3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Florida Area Operations Center

2007 Wood Court, Suite 3, Plant City, Florida 33563

Corporate Officers:

Chris Jensen, CEO

Michael Farmer, Vice President of Finance

Phone: (863) 398-9202

Email: Andrew.Apgar@HydromaxUSA.com

FIRM CAPABILITIES

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling utilities to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.

Water Field Services

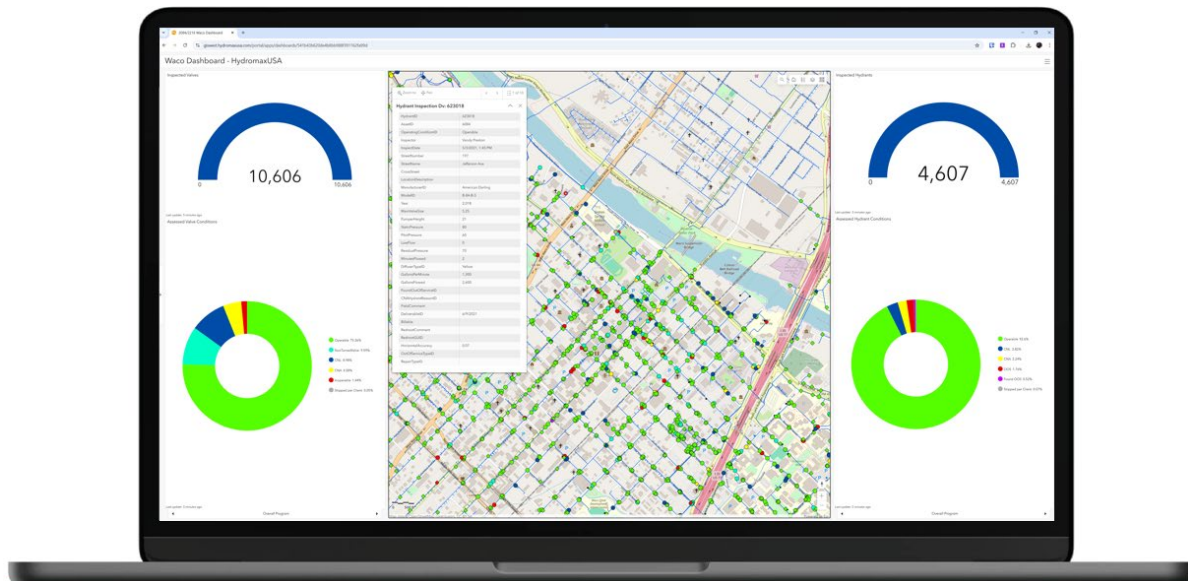
- Valve assessment
- Fire hydrant testing & maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Gas pocket detection
- Pipeline condition assessment

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.



Web-Based Program Dashboard

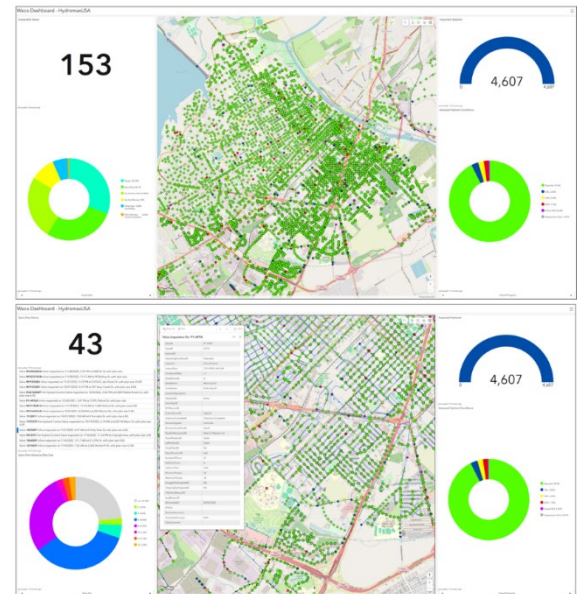
Key Dashboard Features:

- **Progress Tracking:** Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- **Aggregated Operational Data:** Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- **Interactive Asset View:** Capability to view the location and attributes of individual assets or groups of assets interactively.
- **Year-over-Year Assessment Comparison:** Tools to compare assessment data year-over-year to track changes in the system over time.

- **Spatial Work Assignment:** Ability for Utility to assign work through a spatial selection process within the application.
- **Multimedia Content Delivery:** Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- **Export Capabilities:** Functionality to export asset information on demand for external use and reporting.
- **Digital Pairing Display for Hydrant Testing:** For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

Key Features for Valves:

- **Tachometer:** Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- **Pie Chart:** Reflects the percentage of system assets by accessibility and types of asset operability.
- **Bar Chart:** Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.
- **Operability Issues:** Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- **Accessibility Issues:** Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- **Torque Measurements:** Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- **Closed Valves:** Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.



Key Features for Fire Hydrants:

- **Tachometer:** Represents the number of hydrants assessed to date.
- **Pie Chart:** Displays the operability status of hydrants.
- **Out of Service Hydrants:** Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- **System Pressures and GPM:** Includes a histogram of system pressures and GPM from flowed hydrants.
- **Accessibility Issues:** Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- **Low Flow Hydrants:** Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.



DATA MANAGEMENT

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the Utility. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the “data-model.” This review will focus on Hydromax USA’s internal data workflow processes and identifying possible data-model revision recommendations for Utility to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Utility’s enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Utility’s enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA’s Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the Utility.

Data delivered from the field is processed through Hydromax USA’s standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

REFERENCES

Hydromax USA has completed the following reference projects:

Orange County Utilities, Orlando, Florida

Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net

Contract Dates: 2022 - Ongoing

Scope of Work: Condition assessment, maintenance, UDF, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Seminole County, Sanford, Florida

Contact: Chris Graybosch, 386-307-2560, cgraybosch@seminolecountyfl.gov

Contract Dates: 2011 – 2015; 2020 – 2024; 2025 - Ongoing

Scope of Work: Testing and maintenance, and GIS integration for 6,000 fire hydrants. Condition assessment, maintenance, and GIS integration for 13,000 water system valves.

City of Daytona Beach, Daytona Beach, Florida

Contact: Jeff Lane, 386.671.8513, lanejeff@codb.us

Contract Dates: 2020 - Ongoing

Scope of Work: Testing and maintenance, and GIS integration for 2,450 fire hydrants. Condition assessment, maintenance, and GIS integration for 6,500 water system valves.

Pasco County, Land O'Lakes, Florida

Contact: Anna Fracassi, 813.929.2755 x6969, afracassi@pascocountyfl.net

Contract Dates: 2017 – 2022

Scope of Work: M17 (2-hydrant) testing and maintenance, and GIS integration for 9,000 fire hydrants.

City of Houston, Texas

Contact: Michael Johnson, 832.395.4623, michael.johnson3@houstontx.gov

Contract Dates: 2019 - ongoing

Scope of Work: Condition assessment, maintenance, and GIS integration for 80,000 water system valves. Additionally supported the City with up to 39 crews during emergency operations for 18 months.

Metro Water Services, Nashville, Tennessee

Contact: Felix Hernandez, 615.862.4877, felix.hernandez@nashville.gov

Contract Dates: 2011-2015; 2015-2020; 2020 - ongoing

Scope of Work: Condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves.

PROGRAM PRICING

Hydromax USA proposes to perform all work in accordance with Seminole County's Contract for Fire Hydrants, Valves Maintenance, Repair, and Flushing (IFB-604913-24/LAS), following the Terms and Conditions prescribed therein. It is understood that all quantities are approximate totals and non-binding.

Hydromax USA _____ will agree / X will not agree to offer the construction items denoted with an asterisk in **Addendum A** in this piggyback proposal due to the service area of the construction contractor we are partnered with for Seminole County for these valve and hydrant replacement activities.

- Items with a * on the price sheet are considered construction items.

**TERM CONTRACT FOR HYDRANT & VALVE MAINTENANCE, REPAIR, AND
FLUSHING
(IFB-604913-24/LAS)**

THIS AGREEMENT is dated as of the 27th day of March 2025, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose address is 3700 River Walk Dr., Suite 145, Flower Mound, TX, 75028, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 1 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA
Page 1 of 44

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 2 of 24



Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 3 of 24



- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 4 of 24



(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other



information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 6 of 24



Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 7 of 24



(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 8 of 24



under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 9 of 24



current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 10 of 24



on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 11 of 24



must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 12 of 24



forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'



Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the



event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 15 of 24



incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 16 of 24



(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 17 of 24



commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 18 of 24



with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 19 of 24



All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 20 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA
Page 20 of 44

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 21 of 24



With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Hydromax USA LLC
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 22 of 24



that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

HYDROMAX USA LLC

Carrie Harrison
Witness

Date: 3/27/2025

[Signature]
Witness

Date: 3/27/2025

[Signature]
By: Michael Farmer, CEO

Date: 3/27/25

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 23 of 24



SEMINOLE COUNTY, FLORIDA

[Signature]
Witness

Print Name

Rachel Horne

Witness

Rachel Horne

Print Name

By: *[Signature]*
GLADYS MARROZOS,
Procurement Administrator

Date: *3-27-25*

As authorized for execution by the Board of
County Commissioners at its *March 25th*,
20*25*, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G - Human Trafficking Affidavit

Term Contract for Hydrant and Valve Maintenance, Repair, & Flushing
(IFB-604913-24/LAS)
Page 24 of 24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA
Page 24 of 44

EXHIBIT A- SCOPE OF SERVICES

Fire Hydrants - Valves Maintenance, Repair and Flushing – Hydrant / Valve Maintenance Services

Part 1: General Scope

GENERAL DESCRIPTION:

The Seminole County Utilities Department (SCUD) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCUD water distribution system. SCUD will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format. This scope is designed to include all hydrant and valve maintenance activities, but for the purposes of this specific request the focus will be on hydrant and valve maintenance and flushing activities included therein.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the scope of service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCUD Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCUD.

SPECIAL CONDITIONS:

Contractor's Response Time:

Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCUD.

Contractor's Personnel:

The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the



described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCUD distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time, the contractor's personnel are working within the SCUD distribution systems, notification is required to the SCUD SCADA Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment:

The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCUD Requirements for Work and Site Visit Management:

Contractor personnel shall notify their assigned SCUD representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCUD requires that the Contractor create a service call or job order ticket that shall have at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCUD contact name and phone number
- SCUD job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance:

Fire hydrant testing, and maintenance shall be in accordance with AWWA

- M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

Single Hydrant Testing Procedure

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact SCUD SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15-minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied.
- Color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCUD request.
- Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.

** Document any operational deficiencies and/or miscellaneous findings.

Two-Hydrant Testing Procedure:

Hydrant testing procedures will mirror single hydrant testing procedures but to include the following:

- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 "test hydrant" for measurement of residual pressure drawdown in the system. The order is then reversed when the second hydrant is inspection flowed and the first hydrant becomes the "test hydrant" for fire flow determination.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.



High Pressure Hydrant Additional Safety Procedures:

When a hydrant over 125PSI static pressure is encountered, Contractor will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster or equivalent to hydrant and secure the other end to hitch mounted diffuser or other stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCUD.

Document all pertinent data into an electronic spreadsheet or database including the following:

- Hydrant ID tag number
- Hydrant address location
- Hydrant GPS site coordinates
- Date of flush or service
- Hydrant brand
- Hydrant model number
- Hydrant year
- Hydrant size
- Hydrant flow rate obtained
- Flow at 20PSI calculation
- Hydrant pressure after 4 minutes of flushing
- Total gallons flushed during service
- Degree of operating difficulty
- Deficiencies and/or repairs required to be immediately reported to the Utility.

All data shall be formatted to match existing SCUD data system and/or forms. Data shall be delivered to the SCUD in an electronic format compatible with SCUD¹ ArcGIS/ArcMap system or SQL database.

Valve Maintenance:

Valve maintenance shall include the following procedures:

- Locate and access each valve
- Identify valve, correlating information with data supplied by SEMCO UOs
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCUD request.



- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCUD request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to fully open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCUD data system and/or forms.
- Data shall be delivered to the SCUD in an electronic format compatible with SCUD¹ ArcGIS/ArcMap system.

**** Due to potential implications, large valves will require special instructions based on location. County will coordinate with contractor on specific valves and sizes that require specific operation metrics.**

GPS Mapping:

All the water distribution valves, and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCUD¹ ArcGIS/ArcMap system software. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise¹, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation:



Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon and be compatible with SCUD' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- A. Physical data - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- B. Location data - Mapping grade GPS coordinate data parameters noted in the GPS mapping
- C. Section Discrepancies - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data:

The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCUD ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCUD ArcGIS system.

Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCUD and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation -Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services:

SCUD may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCUD will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:

The Contractor shall be responsible for obtaining all utility locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shall promptly notify SCUD of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of



Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management:

The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCUD for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be always maintained in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCUD in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges:

Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCUD a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCUD reserves the right to perform any and all of these pass-through activities. The SCUD reserves the right to perform any and all of these pass-through activities to avoid the additional pass-through charges. If this right is exercised by SCUD, the responsibility for such work will be removed from the Contractor.

Warranty:

In order to ensure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBERS
H
I
P

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

V
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D
O
R**SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****00.00**PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, FloridaSeminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA
Page 32 of 44

Page 242 of 422

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to APi@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



EXHIBIT C- PRICING PROPOSAL

PRICE TABLES
GROUP A- HYDRANT SERVICES

Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	50	EA	\$50.00	\$2,500.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	50	EA	\$58.00	\$2,900.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	3,000	EA	\$65.00	\$195,000.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	30	EA	\$105.00	\$3,150.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	10	EA	\$115.00	\$1,150.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	10	EA	\$135.00	\$1,350.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	5	EA	\$45.00	\$225.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	5	EA	\$52.00	\$260.00
9	Hydrant Maintenance (includes sand blast and paint)	25	EA	\$250.00	\$6,250.00
10	Furnish and attach Hydrant I.D. tag (with required information)	250	EA	\$15.00	\$3,750.00
11	Furnish and install reflective road marker	500	EA	\$15.00	\$7,500.00
12	Extended Flush Time (15 minute Unit)	50	EA	\$33.75	\$1,687.50
13	Bonnet and/or break away flange bolt replacement	10	EA	\$95.00	\$950.00
TOTAL					\$226,672.50

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Page 34 of 44

GROUP B- VALVE RELATED SERVICES

Please make special note of the following for Hourly rate line items: Refer to Scope of Services for Definition on "Pass-through" charges. (1) For this Depth Range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item. (2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through") (3) Hourly Rate can be proportioned into increments of 15 minutes. (4) Contractor 15% markup to include costs associated with designated supervisor on site, materials costs, as well as costs associated to complete job entirety and restore site back to original condition.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA.	250	\$48.00	\$12,000.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA.	500	\$50.00	\$25,000.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA.	500	\$52.00	\$26,000.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA.	300	\$54.00	\$16,200.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA.	300	\$56.00	\$16,800.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA.	10	\$60.00	\$600.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA.	50	\$75.00	\$3,750.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA.	8	\$85.00	\$680.00

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Page 35 of 44

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA.	10	\$95.00	\$950.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA.	10	\$105.00	\$1,050.00
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA.	10	\$125.00	\$1,250.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA.	10	\$135.00	\$1,350.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA.	10	\$145.00	\$1,450.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA.	10	\$165.00	\$1,650.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA.	10	\$185.00	\$1,850.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA.	10	\$225.00	\$2,250.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA.	10	\$50.00	\$500.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA.	10	\$40.00	\$400.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA.	10	\$40.00	\$400.00



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Page 36 of 44

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	\$55.00	\$2,750.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	50	\$150.00	\$7,500.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	50	\$450.00	\$22,500.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$500.00	\$25,000.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$500.00	\$25,000.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$150.00	\$15,000.00
28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)	25	\$512.50	\$12,812.50
29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	\$575.00	\$14,375.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA.	15	\$485.00	\$7,275.00
31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	\$512.50	\$7,687.50

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	\$575.00	\$8,625.00
33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)	25	\$225.00	\$5,625.00
34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	\$225.00	\$5,625.00
35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	25	\$512.50	\$12,812.50
36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	10	\$575.00	\$5,750.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1	\$45.00	\$45.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	1	\$225.00	\$225.00
39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA	1	\$1.00	\$1.00
40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)	1	\$450.00	\$450.00
41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)	1	\$487.50	\$487.50
42	Exploratory investigation > 10' deep.	Hourly (1,2,3)	1	\$525.00	\$525.00
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)	1	\$135.00	\$135.00



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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
TOTAL					\$299,836.00

GROUP C - FLUSHING SERVICES

Uni-Directional Flushing Services to be performed at a combined rate.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly	250	\$135.00	\$33,750.00
2	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	\$135.00	\$67,500.00
3	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	\$135.00	\$67,500.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly	250	\$135.00	\$33,750.00
TOTAL					\$202,500.00

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Page 39 of 44

**FIRE HYDRANT AND VALVE MAINTENANCE, REPAIR, AND
FLUSHING SERVICES**

EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal and Advertising Injury
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
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D. Commercial Umbrella:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate

E. Pollution Liability:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.



Agreement Name: Fire Hydrants - Valves Maintenance, Repair & Flushing

Agreement Number: IFB-604913-24/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604913-24/LAS are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604913-24/LAS for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this 5th day of December, 2024.

Hydromax USA LLC

Consultant Name

By: [Signature]

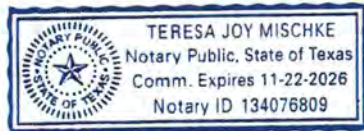
Print Name: Michael Farmer

Title: Chief Financial Officer

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 5th day of December, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Farmer, ☒ who is personally known to me or ☐ who has produced _____ as identification.



[Signature]
Print Name Teresa Mischke
Notary Public in and for the County Denton, Texas
and State Aforementioned
My commission expires: 11-22-2026

E-Verify Affidavit
Revised 11/2020

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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Page 42 of 44

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Farmer

Title: CFO

Signature: [Handwritten Signature]

Date: 3/27/25



HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # _____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Hydromax USA LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Hydromax USA, LLC

Authorized Signature: [Signature]

Date: 3/27/25

Printed Name: Michael Farmer

Title: CFO

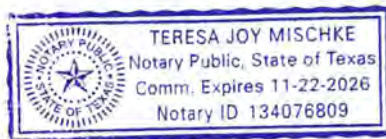
STATE OF Texas
COUNTY OF Denton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of March, 2025, by Michael Farmer, as CFO on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____
My commission expires: 11-22-2026





Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260034-C-PH, Purchase of Police and Fire Vehicles (**Chris Cotta Public Works Director, Jake Schaff Fleet Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260034-C-PH, Purchase of Police and Fire Vehicles for FY 2026, Utilizing Florida Sheriff's Association Contract No. FSA25-VEL33.0, from Garber Chevrolet and Stingray Chevrolet for an aggregate amount of \$480,008.51, with a contingency of \$10,000.00, for a total of \$490,008.51 for citywide vehicle purchases:

Department/Division	Vehicles	Amount
Police Department	1 ea. – Chevy Equinox	\$33,016.00
	1 ea. – Chevy Silverado	\$49,516.85
	6 ea. – Chevy Silverado	\$303,195.96
Fire Department	1 ea. – Chevy Silverado 1500	\$43,596.00
	1 ea. – Chevy Silverado 2500	\$50,683.70

Background

The vehicles have been scheduled as FY26 replacement, as outlined in the FY2026 approved Line-Item Budget (see attached memos and quotes).

The Florida Sheriff's Association Contract No. FSA25-VEL33.0 has been awarded by virtue of a public competitive process and is made available for use by other local governments.

Funding

Police Department – 307-8603-521.64-00, Project No. PS2606
Fire Department – 307-8603-522.64-00, Project No. PS2601 and PS2602

Strategic Plan Objective

N/A



Municipal Vehicle Sales Quote

Garber Chevrolet GMC , Inc.

3340 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442 Ext: 2332
ddrake@garberautomall.com

DATE: 10/02/25

QUOTE:

PREPARED BY: Dan Drake

PREPARED FOR: City of Tarpon Springs

Attn: Derrick Harris
dharris@ctsfl.us
727-942-5629

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 149

Zone: Central



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other
Vehicles, expiring September 30th, 2026.

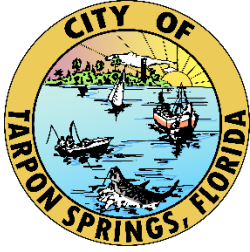
BASE VEHICLE DESCRIPTION		MODEL #	PRICE
2026 Chevrolet Silverado 1500 2WD Crew Cab 147 " WT		CC10543	\$38,886.00
FACTORY OPTIONS	CODE	BASE PRICE	NET PRICE (2% DISC)
Work Truck Preferred Equipment Group includes standard equipment	1WT	Included	
Engine, 5.3L EcoTec3 V8	L84	1595	\$ 1,563.10
Transmission, 10-Speed automatic	MHT	Included	
Red Hot	G7C	Included	
Remote Keyless Entry 4 Additional Key Fobs	AMF	75	\$ 73.50
Seats, front 40/20/40 split-bench	AZ3	Included	
Jet Black, Cloth seat trim	H0U	Included	
WT Convenience Package	PCV	575	\$ 563.50
WT/CX Safety Package	PQA	795	\$ 779.10
Trailer Package	Z82	425	\$ 416.50
Trailer brake controller,	JL1	275	\$ 269.50
Seat adjuster, driver 10-way power including lumbar	A2X	290	\$ 284.20
Power outlet, interior, 120-volt	K14	225	\$ 220.50
Auto-locking rear differential	G80	395	\$ 387.10
Tailgate, gate function manual with EZ Lift includes power lock and release	QT5	150	\$ 147.00
		SUBTOTAL	\$ 43,590.00

NON-OEM OPTIONS	CODE	HOURS	PRICE
Temporary Tag	TTAG		\$6.00
Delivery	DEL		\$0.00
LABOR - EVT Certified Installation @ \$125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	\$ -
	PRICE PER VEHICLE	\$	43,596.00
	NUMBER OF VEHICLES		1
	TOTAL	\$	43,596.00

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!



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: October 1, 2025.

Re: Police Department FY 2026 Vehicle Replacement Purchase

Recommendation:

It is recommended that new vehicles for departmental use be procured through the approved FY26 Capital Improvements Budget's, utilizing the Florida Sheriffs Association Cooperative Purchasing Program through Stingray Chevrolet to ensure cost efficiency and compliance with procurement standards.

Background:

The Police Department will be purchasing:

- I. Six (6) marked 2026 Chevrolet Silverado's 1500 9C1 Police 4WD
- II. One (1) unmarked 2026 Chevrolet Silverado 1500 9C1 Police 4WD
- III. One (1) 2026 Chevrolet Equinox FWD

Overall, sales will not exceed \$385,728.81. Funding will come from 307-8603-521.64-00. Project Number PS2606

Upon arrival of the replacement vehicles, the Police Department will turn in the following vehicles to Fleet for either repurposing or disposal.

- I. Vehicle 5302, a 2006 Ford Escape
- II. Vehicle 6324, a 2014 Chevrolet Tahoe



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: October 3, 2025.
Re: Fire Department FY 2026 Vehicle Replacement Purchase

Recommendation:

It is recommended that new vehicles for the Fire Department be procured through the approved FY26 Capital Improvements Budget's, utilizing the Florida Sheriffs Association Cooperative Purchasing Program through Garber Chevrolet to ensure cost efficiency and compliance with procurement standards.

Background:

The Fire Department will be Purchasing:

- I. One (1) 2026 Chevrolet Silverado 1500 2WD. Project Number PS2601
- II. One (1) 2026 Chevrolet Silverado 2500 4WD. Project Number PS2602

Overall, sales will not exceed \$94,279.70. Funding will come from 307-8603-522.64-00

Upon arrival of the replacement vehicles, the Fire Department will turn in the following vehicles to Fleet for either repurposing or disposal:

- I. Vehicle 0306, a 2016 Chevrolet Tahoe
- II. Vehicle 0913, a 2019 Chevrolet Tahoe



Municipal Vehicle Sales Quote

Garber Chevrolet GMC , Inc.

3340 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442 Ext: 2332
ddrake@garberautomall.com

DATE: 10/02/25

QUOTE:

PREPARED BY: Dan Drake

PREPARED FOR: City of Tarpon Springs

Attn: Derrick Harris

dharris@ctsfl.us

727-942-5629

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 201

Zone: Central



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other
Vehicles, expiring September 30th, 2026.

BASE VEHICLE DESCRIPTION		MODEL #	PRICE	
2026 Chevrolet Silverado 2500 HD 4WD Crew Cab 159" WT		CK20743	\$47,576.00	
FACTORY OPTIONS	CODE	BASE PRICE	NET PRICE (2% DISC)	
Work Truck Preferred Equipment Group includes standard equipment	1WT	Included		
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline,	L8T	Included		
Transmission, 10-Speed automatic	MKM	Included		
Red Hot	G7C	Included		
Seats, front 40/20/40 split-bench	AZ3	Included		
Jet Black, Cloth seat trim	H0U	Included		
WT Convenience Package	PCV	575	\$	563.50
WT/CX Safety Package	PQA	795	\$	779.10
Mirrors, outside power-adjustable vertical trailing	DWI	660	\$	646.80
Key equipment, two additional key fobs	5H1	45	\$	44.10
Seat adjuster, driver 10-way power including lumbar	A2X	290	\$	284.20
Power outlet, interior, 120-volt	K14	225	\$	220.50
LPO, Black work step	VQO	575	\$	563.50
			\$	-
		SUBTOTAL	\$	50,677.70

NON-OEM OPTIONS	CODE	HOURS	PRICE
Temporary Tag	TTAG		\$6.00
Delivery	DEL		\$0.00
LABOR - EVT Certified Installation @ \$125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	\$ -
	PRICE PER VEHICLE	\$	50,683.70
	NUMBER OF VEHICLES		1
	TOTAL	\$	50,683.70

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!

VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA25-VEL33.0

Attention: Derrick Harris
Agency: City of Tarpon Springs
Phone #: 727-942-5629 .
Fax # : _____

Date : 10/7/25

revised

dharris@ctsfl.us

Item: 244

Central Region

Option Code	Description		
CK10543 9C1	2026 Chevy Silverado 4wd PPV		\$ 48,880.00 base
	<i>please refer to attached GM Orderworkbench & window label for a complete list of equipment</i>		
OPTIONS: *	<i>* options priced at 1% below MSRP; upfits at cost +10 %</i>	MSRP	
9C1	Police package Identifier		INCLD
A2X	10-way power adjustable driver seat		INCLD **
5H1	Two additional key blades/fobs		INCLD
PCV	WT Convenience pkg.: (AK0) deep tinted rear windows+ (C49) rear window defogger+ (DLF) power mirrors		INCLD
PQA	WT Safety pkg.: front & rear park assist+ chrome bumpers+ + rear cross traffic alert+ lane change & blind zone (partial listing)	\$940.00	\$ 930.60
QT5	EZ lift manual tail gate		INCLD
Z71	Z71 Off-Road pkg.: (JHD) hill descent control+ (NZZ) skid plates+ (K47) heavy duty air filter+ (G80) locking differential+ (NQH) 2-speed transfer case		INCLD
Z82	Trailer package w/ (CTT) hitch guidance camera		INCLD
VQ0	Crew cab assist side steps	\$575.00	\$ 569.25
VK3	Front license plate bracket		NC
D-7X3	Delete Standard FSA Spec req'd factory spot lamp (credit)		\$ (898.00)
TTAG	Temp Tag		\$ 35.00
GXD	Sterling Gray metallic exterior		NC
H1T **	Jet Black interior		NC
		Options Total:	\$ 636.85
		Sub-Total Unit Cost:	\$ 49,516.85

Comments: Please review attached GM Autobook for factory standard and optional equipment for matching spec

**** this order will have full AZ3 front split bench seat per agency request (cloth front & rear)**

Quoted By "Magic" Peter Popiel

Please send Purchase Orders to: **PO@STINGRAYCHEVROLET.COM**

Phone # : (407)221-7600

Office # (813)359-5016

E-mail :

ASHLEE@STINGRAYCHEVROLET.COM

MAGICPETERFLEET@GMAIL.COM

VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA25-VEL33.0

Attention: Derrick Harris
Agency: City of Tarpon Springs
Phone #: 727-942-5629
Fax #: _____

Date : 10/6/25

updateddharris@ctsfl.usItem: 244

Central Region

Option Code	Description		
CK10543 9C1	2026 Chevy Silverado 4wd PPV	\$	48,880.00 base
	<i>please refer to attached GM Orderworkbench & window label for a complete list of equipment</i>		
9C1	Police package Identifier		INCLD
7X3	LH door pillar LED spot light		INCLD
A2X	10-way power adjustable driver seat		INCLD
5H1	Two additional key blades/fobs		INCLD
5T5	Front cloth, Rear vinyl seats		INCLD
5Y1	Driver & Passenger front seats; no center console		NC
6N5	Inoperative rear windows	\$50.00	\$ 49.50
6N6	Disable interior rear door locks & handles	\$69.00	\$ 68.31
PCV	WT Convenience pkg.: (AK0) deep tinted rear windows+ (C49) rear window defogger+ (DLF) power mirrors		INCLD
			INCLD
PQA	WT Safety pkg.: front & rear park assist+ chrome bumpers+ + rear cross traffic alert+ lane change & blind zone (partial listing)	\$940.00	\$ 930.60
QT5	EZ lift manual tail gate		INCLD
Z71	Z71 Off-Road pkg.: (JHD) hill descent control+ (NZZ) skid plates+ (K47) heavy duty air filter+ (G80) locking differential+ (NQH) 2-speed transfer case		INCLD
Z82	Trailer package w/ (CTT) hitch guidance camera		INCLD
VQ0	Crew cab assist side steps	\$575.00	\$ 569.25
VK3	Front license plate bracket		NC
TTAG	Temp Tag		\$ 35.00
GAZ	Summit White exterior		NC
H1T	Jet Black interior		NC

Options Total: \$ 1,652.66

Sub-Total Unit Cost: \$ 50,532.66

Extended 6 Unit Grand Total: \$ 303,195.96Comments: Please review attached GM Autobook for factory standard and optional equipment for matching spec

Quoted By "Magic" Peter Popiel

Please send Purchase Orders to: PO@STINGRAYCHEVROLET.COM

Phone #: (407)221-7600

Office #: (813)359-5016

E-mail :

ASHLEE@STINGRAYCHEVROLET.COMMAGICPETERFLEET@GMAIL.COM



Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting (**Chris Cotta Public Works Director, Brandon Crum Facilities Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting with American Lighting and Signalization, LLC utilizing the Florida Department of Transportation Contract No. E51C4, from an estimated amount of \$110,000 to \$150,000, an increase of \$40,000, for the period of January 11, 2025 through January 10, 2026 for the Public Works Department – Facilities Maintenance Division.

Background

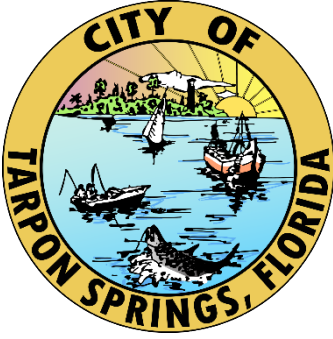
On September 17, 2024, the Board awarded the use of this contract. On June 10, 2025, the Board approved an increase to the contract from \$70,000 to \$110,000. The purpose of this contract is to provide repairs, maintenance and installation of street lighting. When damages are sustained by auto accidents, costs may be refunded through insurance reimbursement (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through January 10, 2026.

Funding

Funding will be identified as repairs are needed. Some costs will be refunded through insurance reimbursement.

Strategic Plan Objective

N/A



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

To: Janina Lewis, Procurement Services Director

Through: Chris Cotta, Public Works Director

From: Brandon Crum, Facilities Management Superintendent

Date: October 8th, 2025

Subject: Increase Funding For File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting Utilizing the Florida Department of Transportation Contract No. E51C4

Recommendation:

Increase annual funding for File No. 240144-C-PH with American Lighting and Signalization, LLC for lighting repairs, maintenance and installation of street lighting from \$110,000 to \$150,000 (increase of \$40,000) for the period of January 11, 2025, through January 10, 2026.

Background:

On September 17, 2024, the Board awarded the use of this contract. The purpose of this contract is to provide repairs, maintenance and installation of street lighting, including repairs to light pole damage sustained by auto accidents (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization of Florida cities and counties. This current contract is in effect through January 10, 2026.

FUNDING: Funding source(s) will be identified as repairs are needed. Some costs will be refunded through insurance reimbursements.



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 *9L*
FROM: Patty Hall, CPPB, Senior Procurement Analyst *PH*
DATE: 6/10/2025
SUBJECT: Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting

RECOMMENDATION:

Increase File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting with American Lighting and Signalization, LLC utilizing the Florida Department of Transportation Contract No. E51C4, from an estimated amount of \$70,000.00 to \$110,000, an increase of \$40,000, for the period of January 11, 2025 through January 10, 2026 for the Public Works Department – Facilities Maintenance Division.

BACKGROUND:

On September 17, 2024, the Board awarded the use of this contract. The purpose of this contract is to provide repairs, maintenance and installation of street lighting. When damages are sustained by auto accidents, costs may be refunded through insurance reimbursement (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization by Florida cities and counties. This contract is in effect through January 10, 2026.

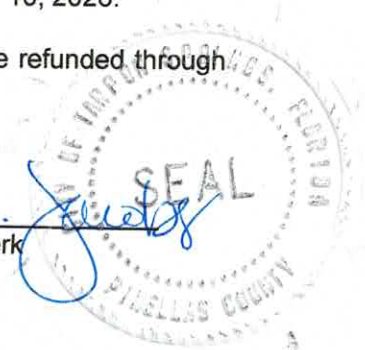
FUNDING: Funding will be identified as repairs are needed. Some costs will be refunded through insurance reimbursement.

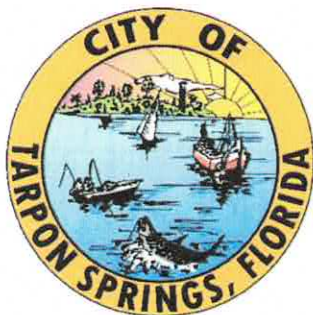
Accepted by: _____

Ch. Lu
City Manager

Attest: _____

Dorene S. [Signature]
City Clerk





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

To: Janina Lewis, Procurement Services Director

Through: Bob Robertson, P.E. Interim Public Works Director

From: Brandon Crum, Facilities Management Superintendent

Date: May 27, 2025

Subject: Increase Funding For File No. 240144-C-PH, Lighting Repairs, Maintenance and Installation of Street Lighting Utilizing the Florida Department of Transportation Contract No. E51C4

Recommendation:

Increase annual funding for File No. 240144-C-PH with American Lighting and Signalization, LLC for lighting repairs, maintenance and installation of street lighting from \$70,000 to \$110,000 (increase of \$40,000) for the period of January 11, 2025, through January 10, 2026.

Background:

On September 17, 2024, the Board awarded the use of this contract. The purpose of this contract is to provide repairs, maintenance and installation of street lighting, including repairs to light pole damage sustained by auto accidents (see attached memo). The Florida Department of Transportation competitively solicited this contract that allows for the utilization of Florida cities and counties. This current contract is in effect through January 10, 2026.

FUNDING: Funding source(s) will be identified as repairs are needed. Some costs will be refunded through insurance reimbursements.



Memorandum

Date: October 6, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Tabatha Adkins, Human Resources Director
Subject: Ratification of Building Development Director
Recommendation:

Pursuant to City Charter, Section 16(1)(b) of the City Charter, I hereby submit the appointment of Keith Meade to the position of Building Development Director for ratification by the Board of Commissioners. This position is a wage grade 28 with a salary range of \$116,389 to \$186,177.

Background:

Mr. Meade has been serving as the Interim Building Development Director for the last 3 months and has proven his ability to lead and professionally manage the department. Mr. Meade has over eleven years of Building Inspection and Plan Review, seven of those in a supervisory capacity. He also has over 40+ years of building construction experience.

Terms of offer include:

- Salary adjustment from \$112,567 to \$125,000 effective October 16, 2025
- All other terms and conditions of employment, including benefits, will remain as outlined in the original employment offer and governed by City policies and procedures.

Mr. Meade is highly recommended for this position and we look forward to his future contributions.

Funding

Budgeted through the Building Development Director

Strategic Plan Objective: N/A

Keith Meade

CBO, CFM

Palm Harbor, FL 34683

(813) 486-4409

kmbuildersinc@gmail.com

Experience

City of Tarpon Springs, Deputy Building Official, Tarpon Springs, Florida (August 2021-present)

Supervisor: Dave Gilson, Building Official (727)938-5604

Supervise and train Inspection and Plan Review personnel. Perform building, electrical, mechanical, plumbing and gas inspections and plan review. Inspect and investigate code enforcement violations. Enforce floodplain regulations for plan review and inspections. Act as Building Official in his absence. Technical authority and consultant for code interpretation and building code enforcement. Issues building and construction permits and certificates of occupancy. Interacts with other departments on construction, development, and licensing. Attends and participates in various boards and committees. Responds to emergencies.

Pasco County BOCC, Building Demolition Manager, New Port Richey, Florida (October 2018-August 2021)

Supervisor: Esther Oluyemi, Building Official (727) 847-8126

Supervised members of the High Return Enforcement Task Force. Enforced county ordinances and Florida Building Code as they pertain to slum/blighted structures. Performed investigations and inspections of properties that meet the criteria for demolitions per county ordinances. Served as expert witness in demolition appeal hearings and court proceedings as required. Supervise and train inspectors/investigators of the HRE Task Force. Coordinate all agencies for demolitions of structures throughout Pasco County. Prepared and implemented budget and business plan for the HRE Task Force.

City of Dunedin, Building Inspector IV, Dunedin, Florida (April 2018 – October 2018)

Supervisor: Joe May, Deputy Building Official (727)298-3210

Performed building, electrical, mechanical, plumbing and gas inspections to ensure compliance with Florida Building Code and local ordinances. Performed code enforcement inspections and investigations.

Licenses

Certified Building Contractor

- License #CBC1255868

Building Code Administrator

- License #BU2045

Standard Inspector #6586

Special Qualifications

- Building
- Residential
- Mechanical
- Coastal Construction

Standard Plans Examiner #3656

Special Qualifications

- Building

Residential Plans Examiner #RPX278

Certified Floodplain Manager

Stormwater Inspector

Organizations

Member:

- Association of State Floodplain Managers, 2018
- Florida Floodplain Managers Association, 2018
- Building Officials Association of Florida, 2014

Honors & Awards

- City of Tarpon Springs
Award of Excellence 2016
- BOAF Inspector of the Year
2016

Military

US Army Military Police

Ft. Hood, Texas 1984-1987

Experience Continued

City of Tarpon Springs, Building Inspector III, Tarpon Springs, Florida (May 2014-April 2018)

Supervisor: Vicki Russo, Inspections Supervisor 727-942-5617

Performed building, electrical, mechanical, plumbing and gas inspections to ensure compliance with Florida Building Code and local ordinances. Performed code enforcement inspections and investigations.

K&M Builders Inc., Owner / Palm Harbor, Florida (March 2011-May 2014 and April 2009 – April 2010)

Performed all phases of residential / commercial construction - including remodels, tenant improvements, demolition, permitting, estimates, hiring subs, supervising work schedules. Responsible for all business and accounting procedures and inventory control.

Nordstrom, Building Services Manager / Tampa, Florida (May 2010 – March 2011)

Supervisor: Greg Derach, Regional Maintenance Supervisor (813) 875-4400

Oversaw all aspects of building maintenance and upkeep for retail store at International Plaza including lighting, AC systems, and plumbing. Maintenance of the interior and exterior of building. Supervised the housekeeping and maintenance crews.

Harris Corp Roof Systems, Construction Manager / Tampa, Florida (June 2004 – March 2009)

Supervisor: George Harris, Owner (813) 247-5200

Supervised construction crews. Performed all phases of commercial construction including estimating and bidding jobs, hiring subs and employees, and monitoring daily progress to ensure completion of jobs on time and under budget.

Skills

- Over 30 years of experience in carpentry, drywall, painting, plumbing, and electrical fields
- Residential and commercial construction and maintenance
- Residential and commercial inspection and investigation
- Supervisory and Training Skills
- Estimating, Budgeting, Accounting, and Inventory
- Field-Related Computer Skills: Naviline, Accela, PowerPoint, Word Processing



Memorandum

Date: October 14, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Thomas Kiger, Asst. Director of Public Services
Subject: Approve Task Work Order for File No. 240115-P-JL, Planning Support Services (**Tom Kiger Public Works Director, Jamie Taylor Public Services Assistant Director, Janina Lewis Procurement Services Director**) (10 Minutes)

Recommendation

Approve the Task Work Order for File No. 240115-P-JL, Planning Support Services with Halff Associates Inc., for the development of a Parks and Recreation Master Plan, in the not to exceed amount of \$248,500.00, for the Public Services - Recreation Division and Public Works - Parks & Parkways Division.

Background

On October 15, 2024, the Board awarded the contract, and on February 14, 2025, approved a contract increase for a total annual amount of \$350,000. There is no increase to the current approved annual contract amount. This Task Work Order was not previously identified in the budget under the Planning Support annual contract and staff is requesting approval to move forward with this project.

This project will feature a comprehensive community engagement program that includes individual meetings with Commission members, sessions with community groups, online surveys, and various stakeholder forums to gather public input.

The master plan aims to provide the City with a long-term roadmap for enhancing parks, recreation amenities, and related services—supporting a high quality of life for residents and visitors of Tarpon Springs. Halff was selected by planning staff for this effort due to their extensive experience in parks and recreation planning across the local area, the state of Florida, and nationally. Developing a Parks, Recreation, and Open Space Master Plan directly supports the Quality of Life theme in the City's Strategic Plan and is specifically identified as a priority in both the Comprehensive Plan and the Sustainability Plan (see attached memo).

Funding

307-8603-572.6300 / Project No. CR2603

Strategic Plan Objective

Goal D.3: A vibrant, life-long community where people can meet all daily needs of living and comfortably “age in place”



Public Services Department Recreation Division

Memorandum

Date: October 14, 2025, Regular Session
To: Janina Lewis, Procurement Services Director
Through: Thomas Kiger, Public Services Director TK
From: Jamie Taylor, Public Services Assistant Director
Subject: Parks and Recreation Master Plan Award

Recommendation:

Approve the award of a Task Work Order to Halff and Associates for the development of a Parks and Recreation Master Plan under the Planning Continuation Services contract. The total cost is \$248,500.00.

Background:

Halff and Associates will provide an in-depth review of our Parks and Recreation Amenities, opportunities, and provide guidance that will be relevant and valuable in guiding our capital projects for years to come. Additionally, the master plan will identify funding opportunities to implement the necessary updates to meet the needs of our citizens and visitors.

This project will include an intensive community engagement plan, including individual meetings with Commission members, meetings with community groups, web surveys, and a variety of other stakeholder engagement forums to solicit community feedback. The goal of the master plan is to provide the City a long-term roadmap to improve the parks and recreation amenities and services available in our City to ensure a sound quality of life for our residents and guests of the City of Tarpon Springs. Halff was selected by planning staff for this effort based on their extensive experience with parks and recreation planning in the local area, throughout Florida, as well as bringing national experience to the table.

The development of a parks, recreation, and open space master plan aligns with the Quality-of-Life theme in the Strategic Plan, and it is specifically identified in the Comprehensive and Sustainability Plans:

Comprehensive Plan: Recreation and Open Space Element

- ROS 1.1: Sustain existing public parks and recreation lands and facilities.
- ROS 1.2: Avoid future park deficiencies by addressing parks' needs associated with future population and economic growth.

- ROS 1.2.1: Fund and prepare a parks and recreation master plan, including assessment of current and future needs and priorities; establishment of updated facility and parkland level of service standards; and planning for capital, programming, and operational investments in the parks and recreation system based on identified priorities.
- ROS 1.5: Preserve environmentally sensitive lands and lands that support threatened or endangered species for passive recreation.
- ROS 1.6: Improve equitable accessibility to parks and recreation facilities for all.

Sustainability Plan (Priority actions with 2025-2026 start date implementation timelines)

- Action 11: Adopt a preservation, park, and recreation plan to promote a communitywide network of public spaces that provide recreational benefits while protecting natural, historic, and cultural resources.
- Action 12: Create a long-term funding strategy to acquire, create, and maintain parklands.
- Action 7: Improve connectivity to wildlife corridors by increasing the amount of natural and restored areas directly connected to regional natural systems. Develop a plan to protect and restore natural resources through land conservation, corridor connectivity, and restoration of biological integrity and function in compromised areas.
- Action 8: Develop financing strategies to acquire land or easements including identifying grant funding sources, designating capital dollars, and encouraging donations to the City Land Preservation Fund. Prioritize acquiring land with repeat flooding or vulnerable undeveloped areas to be used for restoration, recreation, or retention.

Funding:

307-8603-572.6300

EXHIBIT A SCOPE OF SERVICES

City of Tarpon Springs, Florida Parks and Recreation Master Plan

Halff will provide planning services to the City of Tarpon Springs, Florida, (the “City”) to prepare a city-wide Parks and Recreation Master Plan (the “Master Plan”). The Master Plan will optimize the City’s open space, recreation facilities, and strategically plan for future investments. It will consider how these resources contribute to the health of residents, enhance the integrity and quality of the natural environment, and support tourism and economic development. The Master Plan will also promote the long-term sustainability of the City’s recreation assets and help align programs and facilities with the needs and preferences of the community.

Halff’s project involvement and facilitation will be carried out according to this scope of services (Exhibit A), and contingent upon Exhibit B, *Basis of Compensation* and Exhibit C, *Support Services of the City of Tarpon Springs*.

PLANNING PROCESS PARAMETERS

This scope of services is subject to the following parameters:

1. It is anticipated that the Master Plan will take up to 12 months to complete – including submittal of a draft report to the Board of Commissioners. The subsequent timeframe and adoption of the final Master Plan will vary depending on the City’s scheduling preferences.
2. The project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the project initiation process outlined in this scope of services. Any adjustments made to the project schedule during the project term will be jointly agreed upon between the City and Halff.
3. The study area will include all property within the Tarpon Springs municipal limits. Other surrounding properties or facilities that may be utilized by the City or by municipal residents for recreational purposes within the City’s recognized planning area may be considered as applicable and as agreed upon between the City and Halff.
4. Draft and final Master Plan reports will be prepared in Adobe In-Design format. Reports will be provided to the City of Tarpon Springs in INDD and PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the City.
5. Tasks undertaken as part of this planning effort may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the scope of work.
6. Cost projections prepared as part of this effort are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects. Such cost projections will vary as more detailed designs are prepared and as inflationary influences occur following Master Plan adoption. Itemized cost estimates will be provided using Microsoft Excel spreadsheets for future use by City staff.
7. References to a “Trip” within this Exhibit refer to travel to the City by members of the Halff team from outside of the Tampa-St. Petersburg-Clearwater MSA. If deemed necessary and upon agreement between the City and Halff a “Trip” and all associated activities, meetings, and events may be conducted solely as “virtual” engagements using suitable video-conferencing technology.

8. Where possible, stakeholder and planning meetings will be scheduled by Halff and/or the City on concurrent days and evenings for greater project efficiency.
9. Any additional meetings or events beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.

SCOPE OF WORK

Specific tasks related to the execution of this scope of services include the following:

PHASE 1: PROJECT INITIATION, DATA COLLECTION, AND ADMINISTRATION

TASK 1.1. PROJECT INITIATION

Project organization activities will enable Halff and the City to efficiently initiate the project by ensuring that necessary project information and administrative structures are in place to begin subsequent research and public outreach activities.

- A. Project Administration.** Halff will conduct administrative activities throughout the project term. Examples of relevant activities may include but not be limited to meeting logistics, contract administration, invoicing, and progress reporting.
- B. Project Initiation Meeting and Site Visit (Trip #1).** Halff will convene an in-person project initiation and coordination meeting with City staff to discuss project goals, establish communications protocol, discuss data and documentation needs for the project, and determine the final public engagement plan, including meetings with residents and interested parties through the course of this project. As a part of this task, Halff will participate in a full-day tour of parks, open spaces, and recreational facilities with City staff. This meeting will accomplish several pre-planning objectives:
 - 1. **Orientation.** City and Halff staff will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants. Will include initial discussion of advisory committee and focus group composition (as described in **Task 1.5**).
 - 2. **Review of Key Issues.** Key issues to be addressed during the project term will be reviewed including the overall project objectives, and opportunities and challenges that must be addressed by the planning effort.
 - 3. **Schedule.** The project schedule will be formalized, and key milestone dates will be established.
 - 4. **Park System Tour.** This staff facilitated tour will provide critical context, allow the project team to observe site conditions and understand operational strengths and challenges at a system-wide level.

TASK 1.2. DATA COLLECTION

Halff will submit to the City an initial written request for data, plans, policies and procedures, maps, reports and any other materials required to conduct the activities described in this scope of work. Halff will conduct the following activities in analyzing baseline community conditions and preparing for community outreach:

- A. Report / Plan Template.** Halff will develop a project report template and graphics program for formatting and organizing plan headings, figures, tables, maps, and other graphics.
- B. Assemble a List of Requested Files and Information.** Halff will submit a list of required information to City staff, including but not limited to demographic data, usage data, recreational programs, budgets, ordinances, event inventories, summaries of existing facilities in each park, capital projects, other applicable previous or ongoing studies, and applicable GIS files.
- C. Plan Review and Documentation.** In conjunction with other requested data, City staff will provide Halff with access to a digital copy of all relevant City, regional, and state plans, studies, assessments, policies, and programs that may influence the Master Plan. Halff will review previously completed and on-going

applicable concept plans, studies, assessments, policies, programs, and processes to understand recent planning efforts and document plan findings, including issues, opportunities, and recommendations.

- D. Record of Accomplishments.** City staff will provide a summary of recent capital expenditures, and changes to operations, policies and procedures enacted extending over at least the preceding five fiscal years related to enhanced parks, trails and recreation service delivery. An understanding of recent accomplishments will assist Halff during engagement with focus groups, committees, and the public and in preparing this Master Plan's subsequent work program.

TASK 1.3. EXISTING CONDITIONS ANALYSIS

Halff and City staff will determine the organizational framework for classifying Tarpon Springs's parks, trails, and recreational facilities to ensure a coordinated approach when interacting with elected and appointed officials, interested parties and the public. The following activities will establish a baseline understanding of Tarpon Springs's parks system assets:

- A. Parks Classifications.** Following review of the City's existing parkland terminology and classifications as presented in the Tarpon Springs 2045 Comprehensive Plan (and associated documents) Halff will recommend terminology, definitions and standards to be applied to the City's park and trail properties and recreational facilities. Subject to City approval, the resulting hierarchy of parks system assets will inform all subsequent needs assessment activities and plan recommendations.
- B. Park Inventory.** Halff will utilize data provided by the City (and subject to the agreed upon parks classifications) to generate a presumed inventory of park, open space, and trail properties and recreational facilities by type. This inventory is based solely on existing City data, does not include a field inventory, geo-location of recreational facilities, or a record of all accessory features at each property (e.g. trash cans, park benches, picnic tables, etc.)

Inventories collected as part of this task will be presented by Halff to the City for review in tabular and/or mapped format to ensure that all baseline data is accurate prior to initiating needs assessment tasks. Baseline data will also be incorporated into other project deliverables (i.e., technical memoranda, Master Plan report) as they are prepared.

TASK 1.4 PARKS AND RECREATION ADMINISTRATION

Halff will utilize data provided by the City to generate an overview of the City's existing policies, regulations and funding mechanisms related to parks, recreation, and open space.

- A. Administrative Policy Summary.** Halff will generate a consolidated summary of current policies that govern park development, land acquisition, and operations and maintenance standards.
- B. Financials and Staff Summary.** The City will provide Halff with current inventories of all full-time equivalent staff (including full-time and part-time positions) by division and function whose primary responsibilities involve providing municipal parks and recreation services to the residents of Tarpon Springs. Annual operating budgets of the relevant City divisions will also be provided, including the current budget year and up to five preceding fiscal years. This information should include revenues by source (i.e. general fund, revenues earned, grants, etc.) and expenditures by service area (i.e. administration, operations/maintenance, programs, etc.) and should be provided by the City to Halff in a single consolidated document.

TASK 1.5 COMMUNITY ENGAGEMENT AND STAKEHOLDER INPUT

On-site and online community outreach activities will occur throughout the project term. Subtasks include those activities that will be administered on a recurring or ongoing basis. Where applicable, many of the subtasks listed herein are also cross-referenced in subsequent tasks to illustrate their relationship to other project activities.

- A. Parks and Recreation Advisory Committee Meetings (4).** The Master Plan will be prepared with the input of the City's Parks and Recreation Advisory Committee. These four (4) meetings will be conducted throughout the planning process, providing guidance and feedback at each key stage. Benchmark meetings will occur as follows (although the City and Halff may agree to scheduling and agenda changes as the project progresses):
- 1. Meeting #1 (Trip #2): Visioning & Project Overview:** Kickoff meeting to introduce the planning process, goals, and timeline. PRAC members will help shape the Master Plan vision and identify preliminary issues, priorities, and opportunities to guide the planning process.
 - 2. Meeting #2 (Trip #3): Review of Preliminary Findings:** Halff will meet with the PRAC to present an overview of preliminary Master Plan findings which includes a summary of early public engagement, initial access-based and demand-based needs assessment findings and other preliminary assumptions to move forward.
 - 3. Meeting #3 (Trip #4): Gap Analysis & Framework Development:** The PRAC will review and provide feedback on early recommendations related to level of service, system-wide operations, and recreational programming. Through discussion and prioritization exercises, PRAC members will help shape the strategic framework that will guide Master Plan recommendations and future investment decisions.
 - 4. Meeting #4 (Trip #5): Draft Plan & Implementation Recommendations:** The final meeting will present the full draft plan, including recommendations and implementation steps. The PRAC will review, validate, and offer final input to ensure the Master Plan is actionable and community-driven.
- B. Board of Commissioner Interviews (Trip #2).** Halff will meet one-on-one with City Commissioners and the mayor and members of the Board of Commissioners to discuss their perspectives on parks and recreation issues and opportunities. Commissioner interviews may occur in-person as a part of **Trip #1** or remotely via video-conferencing technology. Video-conference interviews must occur between **Trips #1** and **#2** to ensure the timely participation of elected officials prior to Halff initiating most needs assessment activities (as described in **Phase 2, Needs Assessment and Analysis**).

(Note: Additional activities with the Mayor and Board of Commissioners during the project term are described in subsequent tasks within this scope of work.)

- C. Community Focus Groups (Trip #2).** Halff will meet with key community representatives to guide initial plan analysis and development. These focus groups will be used to identify important community issues in relation to the future of the City's park properties and facilities, and recreational programs. Meetings will be topical so that a more in-depth discussion may occur on specific issues; however, it is understood that some attendees may participate in meetings based on time availability. A single City staff representative may be invited to provide insight and expertise as it relates to the City's parks system. The following potential interest groups are suggested (list not exclusive), but may be altered based on suggestions by City staff and officials:
- Indoor recreation and services (e.g., recreation center and community center users).
 - Sports leagues and active recreation (e.g., coaches groups; league administrators).

- Outdoor recreation (e.g., anglers, boaters, water recreation groups) and passive park users (e.g., dog park users; walking, running, and bicycling groups; sporting clubs; nature/environmental groups; etc.)
- Tourism and local business owners
- Schools and youth recreation
- Cultural, historical, and beautification groups
- Seniors
- Communities of color

Halff will conduct up to four (4) focus group meetings with representatives of key interest groups or organizations as selected by the City (with Halff input). Focus group participants should not exceed up to 12 participants per session.

D. Public Meetings

1. **Facilitated Meetings (Trip #2).** Halff will facilitate a series of public meetings to provide opportunities for area residents to identify park property and facility preferences, recreational programming needs, etc. Public meetings will occur in one of two formats – the preferred option to be determined by the City.
 - **OPTION A: Visioning Open House.** The Visioning Public Open House will be held to solicit community preferences and vision regarding public parks, facilities, and recreational services. During this open house, participants will have the opportunity to visit various interactive stations, each focused on different aspects of the park system (e.g., park amenities, recreation programs, green spaces, and environmental considerations).
 - **OPTION B: Public Information Booths.** As an alternative to public open houses at fixed sites (Option A), abbreviated open house meeting materials may be displayed at public information booths staffed by Halff team members during community-wide events or at key park and trail locations in Tarpon Springs. These events would be identified by the City and Halff would staff up to two (2) events. Public information booths may also be used as an opportunity to disseminate the community preferences survey.
2. **Meetings “In-a-Box.”** Halff will develop a portable “Meeting-in-a-Box” toolkit containing all the materials needed for a neighborhood or small group to conduct a self-guided planning input session. These kits are designed to reach hard-to-reach populations by allowing flexible, community-led engagement. Each “box” includes both a question-based activity and a visual mapping exercise to gather spatial and qualitative input.

D. Web-Based Engagement

1. **Online Community Preferences Survey.** Halff will prepare and administer a city-wide online community survey, in English and Spanish (if needed) as to solicit feedback from members of the community. The survey will address public recreational facilities and programming preferences. Developing and administering the online survey includes the following:
 - The electronic online survey will be cross-linked to ConnectTarponSprings.com.
 - Survey announcements shall be drafted which can be transmitted electronically, or as part of a City social media, newsletter or postcard in the mail.

- The raw results of the online survey will be provided to City staff, and a summary overview of pertinent results will be included in the Community Outreach Summary and Master Plan documents.

PHASE 1, MEETING SUMMARY

Phase 1 meetings include: **A)** Kick-off/Tour (Trip #1); **B)** Bi-weekly project coordination meetings (videoconference and ongoing); **C)** Project initiation meeting; **D)** Board of Commissioner interviews (4, Trip #2); **E)** Focus group meetings (4, Trip #2); **F)** PRAC Meeting #1 (Trip #2) and **E)** One public open house or two public information booth (Trip #2).

PHASE 1, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C, *Support Services of the City of Tarpon Springs*.

PHASE 1, KEY DELIVERABLES

Key **Phase 1** deliverables include: **A)** Monthly progress reports; **B)** Project schedule; **C)** Requests for information spreadsheets; **D)** Parks and trails inventory and maps; **E)** Meeting materials; **F)** Meeting summaries; and **G)** Online survey.

PHASE 2: NEEDS ASSESSMENT AND ANALYSIS

Halff will take the information gathered from data collection tasks and community input to assess current conditions, identify gaps, and highlight opportunities. This analysis will inform strategic recommendations that align with community needs and guide future decision-making.

TASK 2.1. DEMOGRAPHIC AND TRENDS ANALYSIS

- Demographic Profile.** Halff will collect and utilize demographic, socioeconomic and health data from the United States Census, other public or private agencies, or from sources previously compiled by the City to utilize (as necessary) when preparing Master Plan assessments and recommendations. The City will direct Halff on which population projections to utilize (compiled from federal, state or local sources) to prepare target level of service calculations.
- Parks and Recreation Trends.** Using publicly available data, Halff will summarize the national and regional trends in park usage, recreation activities, and facility types. The findings will be used to inform the master planning process, ensuring that the park system aligns with current and future community needs and preferences.

TASK 2.2 Benchmarking and Best Practices

Using nationally available data, Halff will conduct research on cities of similar size and park systems to compare budgets, staffing levels, and acreage dedicated to parks and recreation. This task will focus on collecting data from comparable municipalities to understand how resources are allocated for park development, maintenance, and staffing, providing insights into how the City's parks system can be optimized.

TASK 2.3 PARK, FACILITY AND PROGRAM GAP ANALYSIS

- Standards-Based Assessment.** The results of the parks system inventory, **Task 1.3**, will be used to verify current parkland, trail and recreational facility levels of service, and to develop new targeted levels of service for Tarpon Springs based on quantity and distribution to improve resident access over time. Primary tasks include:

1. **Calculate Current Level of Service (CLOS).** Halff will review baseline data to verify existing park, trail and facility standards, and to determine if recommended adjustments or new standards are appropriate.
2. **Develop Target Levels of Service (TLOS).** Halff and City staff will develop a TLOS for parkland, amenities, and facilities to meet the needs of current and future projected populations. (It is intended that the TLOS for trails conform to the recommendations of the City's recent connectivity plan, although Halff and the City may agree to minor adjustments if necessary.) Information from regional or national benchmarks and from community outreach activities will be utilized to establish TLOS goals.
3. **Gap Analysis.** Halff will prepare a written summary of parks and trails system needs, to include areas of significant deficiencies, in terms of land area and specific facility types. Halff will compare recommended TLOS standards to actual conditions to determine deficiencies city-wide and or other political or planning sub-areas as agreed upon by the City and Halff.

The findings of standards-based assessment will be presented to City staff for review in the form of a technical memorandum. The preliminary technical memorandum will be refined to incorporate one round of consolidated staff comments.

- B. Demand-Based Assessment.** Halff will compile the results of the community outreach activities described in **Phase 1** into a community outreach summary for review by City staff. The preliminary summary will be refined to incorporate one round of consolidated staff comments and amended again prior to Master Plan adoption to account for the incorporation of community feedback, **Task 1.5**, and the second public meeting in **Phase 5**.

- C. Conditions and Access Assessment.** Halff will prepare an assessment of existing park conditions for all publicly accessible parks, public grounds, and open spaces maintained by the Tarpon Springs Parks and Recreation Department. The park conditions assessment relies on a visual survey to evaluate the general condition of park structures, facilities, amenities, surfacing, and grounds. Conditions assessments consider apparent signs of facility deterioration, and perceptions of functional obsolescence. Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted.

1. **Accessibility Assessment.** Using the 2014 Americans with Disabilities (ADA) Act Title II Compliance Guide as a principal resource, Halff will evaluate the accessibility of park facilities and amenities to Tarpon Springs' residents.

(Note: The park conditions assessment does not include structural, mechanical, electrical, HVAC or plumbing inspections of park department administrative buildings, community centers, recreation centers, aquatics facilities, or golf course.)

- D. Trails and Active Transportation Assessment.** Halff will conduct an access and connectivity assessment focused on park properties and the broader trail network. This task will include:

1. **Performing a High-Level Review of the Trail Network** using available GIS data and adopted local and regional comprehensive plans to identify major trail corridors, gaps, and potential connections.
2. **Mapping 10-Minute Walksheds** around existing park properties to evaluate park access across neighborhoods and identify underserved areas.

- E. Recreational Programming Assessment.** Halff will review the City of Tarpon Springs recreational programming provided as a part of **Task 1.2.B**. The depth of Halff’s recreational programming assessment will be directly influenced by the detail of data that can be provided by the City including program types, frequency/scheduling, attendance (current and trends), registration and rental fees, etc. Subject to the availability of pertinent data, the recreational programming assessment may include an overview of core programs, age and lifecycle analysis, and service classifications to establish recommended cost recovery goals and identify potential adjustments to program offerings – whether provided by the City or a private vendor. The assessment does not include community events that are provided by the city or other community groups.

The findings of the recreational programming assessment and corresponding recommendations will be presented to City staff for review in the form of a technical memorandum. The preliminary technical memorandum will be refined to incorporate one round of consolidated staff comments.

- F. Operations and Maintenance Assessment.** Halff will review the City of Tarpon Springs parks and recreation operations with an emphasis on parks system maintenance based on data provided as part of **Task 1.3**. The depth of Halff’s operations and maintenance assessment will be directly influenced by the detail of data that can be provided by the City including the parks and recreation department’s functional work areas, lines of service and associated maintenance modes and schedules.

The findings of the operations and maintenance assessment and corresponding recommendations will be presented to City staff for review in the form of a technical memorandum. The preliminary technical memorandum will be refined to incorporate one round of consolidated staff comments.

PHASE 2, MEETING SUMMARY

Phase 2 meetings include: **A)** Conditions Assessment Site Visits; **B)** PRAC Meeting #2 (Trip #3), Review of Preliminary Findings; and **C)** Board of Commissioners Briefing #1 (Trip #3).

PHASE 2, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C, *Support Services of the City of Tarpon Springs*.

PHASE 2, KEY DELIVERABLES

Key **Phase 1** deliverables will include: **A)** Standards assessment memorandum; **B)** Community outreach summary; **C)** Conditions assessment memorandum; **D)** Recreational programming assessment memorandum; and **E)** Operational assessment memorandum.

PHASE 3: VISION, GOALS, AND STRATEGIC FRAMEWORK

In Phase 3, Halff will refine the community-driven vision to establish the framework for the Parks and Recreation Master Plan. Working Closely with the City staff, this phase develops a plan that reflects community values, is grounded in practical goals that will inform the implementation work plan. Additionally, this phase includes the development of a conceptual park plan and prototypical design standards for use by the staff.

TASK 3.1 VISION REFINEMENT

Using community feedback, Halff will work with the City staff to refine the vision for the Master Plan. Establish clear, measurable objectives aligned with community values and priorities. Halff’s behind-the-scenes visioning activities may occur throughout the initial project phases but will be augmented by the following key activities:

- A. Refine Vision and Guiding Principles.** Halff will present a refined vision statement, guiding principles and/or goals as part of the review of preliminary Master Plan findings to staff for review to be presented to at Open House Review Meeting in **Phase 5**.

- B. Define Goals and Measurable Objective.** Building on the refined vision and guiding principles, Halff will draft a preliminary set of goals and objectives that reflect needs and gaps of the community and park system. The goals will guide future recommendations and implementation strategies.

TASK 3.2 FRAMEWORK AND STRATEGY DEVELOPMENT

- A. Sustainability and Resiliency Framework.** Halff will identify strategies to incorporate sustainable practices in park development, landscaping, and facility operations. This includes water conservation, native plantings, and green infrastructure, as well as measures to increase climate resilience.
- B. Funding Strategy.** Halff will develop a comprehensive funding strategy to support implementation of the Parks and Recreation Master Plan. This will include identification of relevant local, state, and federal grants, opportunities for public-private partnerships, development impact fees, philanthropic funding, and potential bond measures.
- C. Operations and Maintenance Strategies.** Halff will recommend best practices and tools to ensure long-term operational sustainability. This includes equipment and asset replacement schedule to support lifecycle management of facilities and infrastructure.

TASK 3.3 CONCEPTUAL SITE PLAN FOR FUTURE PARK

Halff will develop a conceptual site plan for an undeveloped parcel identified as a candidate location for a future park. The concept shall be informed by site conditions, potential programming needs, stakeholder input, and best practices in park design and sports facility planning.

- A. Site Review and Programming Summary.** Conduct a site visit and summarize opportunities and constraints.
- B. Community Input.** Seek community input from Task 1.5.D to solicit specific feedback on the park concepts.
- C. Initial Concept Development.** Using the conditions assessment and programming needs from community feedback, Halff will develop two distinct concept plans, illustrating different approaches to layout, amenities, circulation, and programming.
- D. Staff and PRAC Review and Round 1 Revisions**
Present initial concepts to city staff and PRAC (Meeting #2 or #3) for feedback. Incorporate comments and refine both options.
- E. Final Concept Refinement (Round 2 Revisions)**
Based on staff and/or public feedback, prepare final refined concepts for each park. The final deliverables may include a preferred concept or a hybrid solution.
- F. Illustrative Plan and Narrative**
Prepare a high-quality illustrative plan and summary narrative for each final concept, highlighting proposed improvements and key features.

TASK 3.4 DEVELOPMENT OF PROTOTYPICAL PARK DESIGN STANDARDS

Halff will develop up to four (4) prototypical park design standards to serve as off-the-shelf, permit-ready plans for use by the City. These standardized park concepts will provide a consistent framework for the development of small to mid-sized parks across the community (e.g. pocket, trailhead, neighborhood parks), ensuring high-quality design, ease of implementation, and compliance with regulatory requirements. The plans will reflect the City's goals for accessibility, equity, sustainability, and long-term maintenance.

Each prototypical design shall include:

- A detailed site layout illustrating recommended amenities, circulation, and landscape elements

- Multiple park typologies (e.g., mini park, neighborhood park, trail/trailhead)
- ADA-compliant access and design features
- Standardized design specifications and construction details suitable for permitting
- Recommended materials and equipment based on durability and ease of maintenance

Deliverables shall include a set of editable digital design templates (CAD and PDF formats), technical specifications, and an implementation guide outlining how the standards can be applied or modified to fit specific sites. Potential conceptual for programming and keep this flexible for us to not.

PHASE 3, MEETING SUMMARY

Phase 3 meetings include: **A)** PRAC Meeting #3 (Trip #4); and **B)** Staff Conceptual Review

PHASE 3, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C, *Support Services of the City of Tarpon Springs*.

PHASE 3, KEY DELIVERABLES

Key **Phase 3** deliverables will include: **A)** Vision and framework; **B)** Funding strategies memorandum; and **C)** Operation and maintenance strategy; **D)** Public open house meeting materials, **E)** Park concept; and **G)** Park design standards (up to 4).

PHASE 4: MASTER PLAN DEVELOPMENT

Phase 4 focuses on transforming the vision, goals, and assessments from earlier phases into a clear, actionable plan for the future. Halff will develop a comprehensive preliminary work program that outlines recommended investments, policy actions, and strategic initiatives to guide the city's parks and recreation system forward. Halff will incorporate feedback and prepare a draft master plan for review, bringing together all elements into a cohesive document that reflects the community's aspirations and the city's strategic direction.

TASK 4.1: PRELIMINARY WORK PROGRAM

The assumptions derived from each of the assessments conducted as part of **Phase 2** will be compiled by Halff into the master plan providing the City with a recommended Work Program containing the following:

- A. Investment Program.** Including a list of near-term, site specific improvements with associated cost estimates. The Investment Program will also recommend a series of long-term park, trail, and recreational facility capital projects distributed throughout the City.
- B. Policy Program.** Including a series of recommended actions to address parks and trails system growth, maintenance, recreational programming, and general administration and operations. Policy Program actions may include recommended policies, programs, studies, regulations, investments and operational changes.

The recommendations contained in the consolidated draft Work Program memorandum will be reviewed by City staff after which Halff will prepare a single round of edits prior to the presentation to the PRAC Committee for feedback.

TASK 4.2: DRAFT FINAL REPORT

Halff will submit a full final draft report to the City to gather feedback. Assessments and summaries will be incorporated into the Master Plan Document. The City will have the opportunity to provide up to two rounds of edits before finalization.

PHASE 4, MEETING SUMMARY

Phase 4 meetings include: **A)** PRAC Meeting #4 (Trip #5)

PHASE 4, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C, *Support Services of the City of Tarpon Springs*.

PHASE 4, KEY DELIVERABLES

Key **Phase 4** deliverables will include: **A)** Work program; and **C)** Draft Master Plan

PHASE 5: PLAN ADOPTION

In the final phase, Halff will present the draft master plan to the public for review through an open house and online platform. Additionally, Halff will support City staff during the adoption process by preparing presentation materials and attending adoption meetings.

TASK 5.1. COMMUNITY REVIEW AND FINALIZATION

Halff will present the draft Parks and Recreation Master Plan to the community through a public open house and online platform. Community feedback will be documented and used to refine the plan, with additional input gathered from stakeholders and City staff.

- A. Online and Open House Review. (Trip #5)** Halff will prepare and facilitate a public open house to present key recommendations and conceptual designs. This event will include visually engaging display boards that highlight the planning process, community input, and proposed outcomes. Materials will also be made available online to broaden access and gather additional feedback.
- B. Final Community Summary.** The feedback from the open house will be consolidated into the preliminary summary from **Task 2.3.B** to incorporate one round of consolidated staff comments.

TASK 5.2 FINAL REPORT AND PRESENTATION

Halff will produce the final master plan document, incorporating assessments, recommendations, conceptual designs, and implementation strategies.

TASK 5.3 PLAN ADOPTION & IMPLEMENTATION SUPPORT

Halff will assist City staff through the plan adoption process by preparing materials for presentation to Board of Commissioners. This may include slide decks, summary documents, and talking points. Halff will be present at the meeting to respond to questions from elected officials, and make minor refinements based on feedback received during the adoption process.

- A. Presentation. (Trip #6)** A final presentation will be delivered to Board of Commissioners to support adoption and implementation.
- B. Implementation Planning Sessions.** Following adoption, Halff will lead implementation session(s) with the City staff to support plan administration and implementation. These session(s) will provide a roadmap for executing the plan's priorities, offering guidance on project phasing, budgeting, and aligning capital improvements with available funding sources. The session(s) will also support internal capacity-building by outlining practical steps for advancing from planning to design, construction, or additional feasibility studies as needed.

TASK 5.4 PROJECT CLOSE-OUT AND TRANSMITTAL

Upon adoption, Halff will complete all final documentation and submit digital files to the City, including the final adopted plan, GIS files, and any supplemental deliverables developed during the project.

PHASE 5, MEETING SUMMARY

Phase 5 meetings include **A)** Community Open House #2 (Trip #5); and **B)** Board of Commissioners Presentation (Trip #6); and **C)** Board Adoption meeting

PHASE 5, ITEMS PROVIDED BY CITY

As described in the task descriptions and Exhibit C, *Support Services of the City of Tarpon Springs*.

PHASE 5, KEY DELIVERABLES

Key **Phase 5** deliverables will include: **A)** Presentation materials; **B)** Open House materials and summary; and **C)** Final Report

EXHIBIT B

BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY.

Planning services as described in Exhibit A, will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of \$248,500 for the Tarpon Spring Parks and Recreation Master Plan. The lump sum fee includes compensation for document copying, printing, travel/mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

SERVICES	COSTS
Phase 1: Project Initiation, Data Collection, and Administration	\$70,000.00
Phase 2: Needs Assessment and Analysis	\$60,000.00
Phase 3: Vision, Goals, And Strategic Framework	\$68,000.00
Phase 4: Master Plan Development	\$24,000.00
Phase 5: Plan Adoption	\$22,000.00
Base Services	\$244,000.00
<i>Reimbursables (travel and supplies)</i>	<i>\$4,500.00</i>
TOTAL	\$248,500.00

ADDITIONAL SERVICES AND MEETINGS

During the course or at the conclusion of the Project, the Client may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and Attachment A, Scope of Services, or set out as follow-up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Additional printing or publication expenses will be charged in accordance with Attachment B, Basis of Compensation. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services. Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

EXHIBIT C

SUPPORT SERVICES OF THE CITY OF TARPON SPRINGS

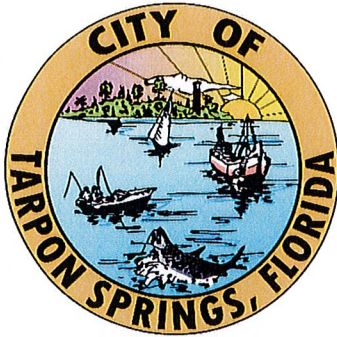
City of Tarpon Springs, Florida Parks and Recreation Master Plan

The City of Tarpon Springs (the “City”) will provide administrative and technical support services to assist Halff Associates, Inc. (“Halff”) in performing the Scope of Services described in Exhibit A, Scope of Services. The support services to be provided by the City will include the following services and tasks:

- Halff’s activities will be overseen by the City’s Parks and Recreation Department (the “Department”). The Department will identify a single individual to serve as a Project Manager who will be the City’s primary point of contact. The designated Project Manager will be the source of day-to-day work program direction for this collaborative planning effort involving both City and Halff personnel, resources, and capabilities.
- Assist Halff in establishing contacts with agencies and organizations for data collection and coordination purposes.
- Ensure that key City personnel and project committee members will participate as needed in the planning process and be available upon request, through arrangements made by the City’s Project Manager, to provide information and referrals and offer opinions, insights and suggestions that are necessary for completion of the project. This will include potential formal or informal meetings and briefings with the Mayor and Board of Commissioners and parties as specified in Exhibit A, Scope of Services.
- Upon project initiation the City’s Project Manager will coordinate with Halff to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. The City will be responsible for ensuring that GIS data obtained for this project is compatible, including projections and other formatting elements. Halff is not responsible for increasing the accuracy and precision or otherwise improving data received from the City.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, ordinances and resolutions, and other information that is available and applicable to Halff in digital or printed format and is pertinent and necessary for development of interim and final deliverables.
- Utilize and administer the City’s website to disseminate information and inform, update and educate the public about the ongoing project. As applicable, Halff will support City website development and facilitation by providing already-completed interim documents or GIS maps in an Adobe PDF format, and other pertinent information which can be easily posted on the City’s website.
- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, promotion and advertising for all public

events and citizen surveys, mailing of engagement announcements (if mailing is utilized), and posting of meeting notices and project information and updates on the City's website.

- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit A, Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels, flip pads and markers, etc.). The City's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/ mailing/ distributing notices, and reproducing agendas and other handout materials. Halff will be responsible for presentations and preparation of necessary graphic aids for all meetings. The City will also be responsible for inviting the Mayor, members of the Board of Commissioners and committees, and representatives of other key agencies and community organizations, to attend public meetings related to the planning process.
- Commit the necessary resources to prepare adequately for the promotion of citizen participation in, and media coverage of, key community involvement events. The City might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support.
- Provide Halff written summaries, and copies of any handouts/materials, from all project-related meetings not attended by Halff.
- Reproduce and forward each draft project deliverable submitted by Halff (via email) to the Mayor and City Commissioners, key City staff members, and other project participants as appropriate.
- Consider and act on all deliverables and other interim work items submitted by Halff that require City review, comments or approval within a reasonable period to enable Halff to complete work on schedule. Specific timeframes for such City response may be incorporated into the detailed project schedule approved following project initiation.



CITY OF TARPON SPRINGS
PLANNING SUPPORT SERVICES
HALFF ASSOCIATES, INC.

SUBCATEGORY –
ALL

RFP NO.: 240115-P-JL

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into at Tarpon Springs, Florida, this 8th day of NOVEMBER, 2024, by and between the CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and HALFF ASSOCIATES, INC., (F18000005458), qualified in Florida as Corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY proposes to do certain **Consultant Services**.

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work as requested in RFP No. 240115-P-JL, Planning Support Services, dated July 29, 2024, which is attached as Exhibit A and made a part hereof by reference, and in accordance with this Agreement; and

WHEREAS, the CONSULTANT desires to provide such professional services as described in the RFP No. 240115-P-JL, Planning Support Services Scope of Services Proposal, dated August 28, 2024, which is attached as Exhibit B and made a part hereof by reference, and in accordance with this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards of a professional practicing in the same field and in same or similar circumstances (the "standard of care". No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, and employees shall be independent contractors at all times.
- B. Professional and Technical Services: It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to design problems and the approach or technique to be used towards accomplishment of the CITY'S objectives as set forth in the Scope of Services, which is made a part of this Agreement upon execution by both parties.
- C. The CONSULTANT shall be responsible for the professional quality; technical accuracy; timely completion; compliance with regulations, codes, and rules; and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement. If the CITY reasonably determines there is any breach of the standard of care in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said breach to the satisfaction of the CITY.
- D. Approval by the CITY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval, or acceptance of or payment for any of the services shall not 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.
- E. The CONSULTANT shall be and remain liable in accordance with applicable law for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT.
- F. The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless CITY, from, and against all liability

and expense, including reimbursement of reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subcontractors, employees, and independent contractors. To the extent City is allowed by Section 725.08, F.S. 2000 to require CONSULTANT to defend CITY and to the extent covered by a liability policy of CONSULTANT, CONSULTANT will defend CITY from claims against the CITY described in the preceding sentence. This includes claims made by the employees of the CONSULTANT against the CITY; and CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes and the Workers Compensation Act. Nothing contained herein shall be construed to waive the CITY'S immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- G. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP No. 240115-P-JL, dated, July 29, 2024 and Addenda 1, dated, August 8, 2024, and 2, dated August 9, 2024 ("Exhibit A"), (ii) Consultant's Certificate of Insurance required in accordance with the RFP; and (iii) Consultant Proposal and all associated documents (collectively "Consultant Standard Terms") dated August 28, 2024 ("Exhibit B"). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document. In the event the Consultant issues updated or supplemented Consultant Standard Terms, and provides notice of same to City, such updates or supplements shall automatically replace or supplement the original Consultant Standard Terms.

II. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The City shall provide:

- A. Available plans and specifications of existing municipal owned facilities.
- B. Other data and services described in the Scope of Services.
- C. Payment for all legal advertisements incidental to obtaining bids or proposals from contractors.
- D. Designate, in writing, an individual to act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. Such person shall have the authority to exercise the rights and responsibilities of the CITY provided in this contract. Said authority includes but is not limited to: issue change orders, transmit instructions, stop work, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- E. Pay all permit application filing fees.

III. TERM OF THE AGREEMENT

- A. The term of the Agreement shall be from the date set forth in the introductory paragraph and continue for a period of five (5) years from the date of execution.
- B. The CONSULTANT will begin work promptly after receipt of a Task Work Order (TWO).
- C. The CONSULTANT'S services called for under the Agreement shall be completed in accordance with the schedule contained in the Scope of Services; provided that, if the CONSULTANT'S services are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted appropriately.

IV. GENERAL CONSIDERATIONS

- A. All final original sketches, reproducible Mylar drawings, computations, details, design calculations, and other documents and plans that result from the CONSULTANT'S services under this AGREEMENT shall become and remain the property of the CITY, including copyright rights, upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with preparation of said sketches, drawings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.
- B. The Consultant must maintain insurance in at least the amounts required in the Request for Qualifications throughout the term of this contract. The Consultant must provide a Certificate of Insurance in accordance with Insurance Requirements, of the Request for Qualifications evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Consultant shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Consultant. The Consultant shall provide cyber liability insurance, not cyber liability technology insurance. Except of professional and cyber liability, the CITY shall be endorsed to the required policy or policies as an additional insured.
- C. The CITY acknowledges that the materials cited in Paragraph IV. A. above which are provided by the CONSULTANT are not intended for use in connection with any project or purpose other than the project and purpose for which such materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY'S sole risk, and the CONSULTANT shall have no responsibility or liability, therefore.
- D. During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY. In recognition of the fact that the CONSULTANT has many clients in and about the geographical area of Tarpon Springs and in recognition of the fact that the CITY'S long-range plans may have a direct economic effect on such other clients, and future clients, the parties do hereby recognize that the need for such confidentiality is inherent in the professional relationship between the parties and is a material aspect of this contract.

Breach of such confidential relationship shall be deemed to have damaged the CITY, and the parties do hereby agree that actual and punitive damages may be assessed against the CONSULTANT for the breach of such confidential relationship.

- E. In further recognition of the fact that the CONSULTANT may represent other clients in the geographic area of Tarpon Springs and that the professional relationship with such clients may represent a conflict in its professional relationship with the CITY, the CONSULTANT agrees to confer with the CITY prior to agreeing to perform professional services for other persons, firms, corporations, or political entities within the City of Tarpon Springs and, as to any other political subdivision, for any activities within the State of Florida, that in any way affect the interests of the CITY. The CONSULTANT agrees to reveal all such proposed professional relationships to the CITY and to refuse such employment with other private or public entities in the event that the CITY deems there to be a substantial potential for a conflict of interest to arise from such relationships.
- F. The CONSULTANT agrees to cooperate with the CITY and other CONSULTANTS providing services to the CITY in accomplishing work that may require joint efforts to

accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

V. COMPENSATION

- A. When a service is to be compensated for on a time charge basis, the CITY will compensate the CONSULTANT based upon the actual hourly salary rate of the individual(s) involved, times a multiplier factor of 3.0, which will be incorporated into the Agreement.
- B. Services in addition to those described in the Scope of Services shall be compensated in accordance with a negotiated lump sum or time charges with established hourly rates.

METHOD I – LUMP SUM

Lump Sum Amount

Wherever possible, the Scope of Services for Services, Projects, or Programs shall be thoroughly defined and outlined prior to its authorization. The CITY and CONSULTANT shall mutually agree to a Lump Sum amount for services to be rendered and a detailed scope of services.

METHOD II – TIME CHARGES

Computation of Time Charges – When a service is to be compensated for on a time charge basis, the CONSULTANT will submit an estimated cost to the CITY for prior approval. It is anticipated that the total cost to the CITY for the performance of time charge services including, but not limited to time charges, professional associates, and other direct costs will not exceed the estimated costs; and the CONSULTANT agrees to use its good faith effort to perform said work within said estimated costs. If, as the actual work progresses, the CONSULTANT has reason to believe that the cost for the task will be greater than estimated, The CONSULTANT shall notify the City in writing to that effect, giving the revised estimate of such cost for said work and, upon acceptance by the CITY in writing, the revised estimate shall become the estimated cost which the CONSULTANT will use in good faith effort not to exceed. The CONSULTANT is precluded from submitting increases in the estimated cost thirty (30) days prior to the agreed upon completion date of the task. The CITY shall not be obligated to reimburse the CONSULTANT for cost incurred in excess of the estimated costs set forth above.

- C. Sub-contractual services shall be invoiced at the actual fees paid by the CONSULTANT with no mark-up in fees. Sub-contractual services will be approved by the CITY prior to performance of the sub-contractual work.
- D. Reimbursable expenses shall be invoiced at the actual expenditures incurred by the CONSULTANT, if provided in the authorized ADDITIONAL SERVICES AUTHORIZATION as follows:
 1. Expense of transportation and lodging (not to exceed the limits in accordance with the CITY Travel Policy), long distance calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project.
 2. Expenses of reproductions, postage, and handling of Drawings and Specifications including duplicate sets at the completion of each ADDITIONAL SERVICES AUTHORIZATION for the CITY'S review and approval.

3. Expense of overtime work requiring higher than regular rates, when authorized by the city.
 4. Expense of models for the CITY'S use.
 5. Expense of computer time.
- E. Total Compensation for all services and expenses shall not exceed the upset limit listed upon each ADDITIONAL SERVICES AUTHORIZATION without written approval.
- F. If the CITY determines that any price for services, however calculated, provided by the CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost reimbursable under this AGREEMENT was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such price or cost or profit shall be reduced accordingly and the ADDITIONAL SERVICES AUTHORIZATION shall be modified in writing to reflect such reduction.

VI. PAYMENT

Payments for Basic Services, Sub-contractual Services, and Reimbursable Expenses as defined in Section V shall be made not later than 45 days from presentation of the Engineer's itemized report and invoice and approval of the Project Manager designated by the CITY, unless additional time for processing is required. The CONSULTANT shall submit monthly invoices or other periodic invoices required in the ADDITIONAL SERVICES AUTHORIZATION, including a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of the work and services performed by the CONSULTANT under the Scope of Services or ADDITIONAL SERVICES AUTHORIZATION. The Parties will follow the provisions of the Florida Prompt Payment Act, §218.735, hereby incorporated by reference with respect to invoices, responses, dispute resolution and payment timing.

VII. RECORDS

The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall and any subconsultants:

- (a) Keep and maintain public records required by the City to perform the Services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the

Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Consultant fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:
BY TELEPHONE(727.942.5614), E-MAIL
(cityclerk@ctsfl.us), OR MAIL: CITY OF TARPON SPRINGS, OFFICE OF THE CITY CLERK, 410 NORTH RING AVENUE, TARPON SPRINGS, FL 34689.**

VIII. PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of an engineer registered under State and local law to perform such services. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.
- B. The CONSULTANT covenants that neither it nor any of its professional employees assigned to the Engineer of Record "Project" or any TWO to which this AGREEMENT pertains presently has any interest in and shall not acquire any interest, direct or indirect, in any business, firm, material supplier, equipment supplier, service supplier, or sub-contractor or any other person, firm, or corporation supplying any real property, personal property, or service, to the accomplishment of the work contemplated by the Project in any phase or portion of the Project. The CONSULTANT and each and all professional employees assigned to the Project will give a certification to the CITY not later than five calendar days after the AGREEMENT is executed.

IX. SUSPENSION, CANCELLATION OR ABANDONMENT

This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided, that the CONSULTANT is given:

- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- (2) an opportunity for consultation with the CITY prior to termination.

In the event the project described in the Scope of Services, or the Services of the CONSULTANT called for under any ADDITIONAL SERVICES AUTHORIZATION is or are suspended, cancelled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional

services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment.

Upon receipt of a cancellation action, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process together with all other material and property belonging to the CITY and in the CONSULTANT'S possession. The CITY may take over the work and prosecute the same to completion by agreement with another party or otherwise.

X. MISCELLANEOUS

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Consultant without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Consultant. Any assignment of this Agreement made by the Consultant without the express written consent of the City shall be null and void and shall be grounds for the Town to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Consultant shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Consultant's officers, employees, agents, or subcontractors, or the delivery of the Consultant's Services to City.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.

- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the City and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:
 - (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Consultant engages in business operations in Cuba or Syria; or
 - (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes 287.135. In addition, the City may pursue any and all other legal remedies against the Consultant.

- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- l. **Compliance with Labor and Immigration Laws**
The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds

for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- m. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, THE CITY HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS City Manager, and Attested and its official Seal to be hereunto affixed by its City Clerk, and the CONSULTANT has hereunto set its hand and Seal, the day and year first written above.

APPROVED BY THE CITY OF TARPON SPRINGS on the 8 day of November, 2024.

CITY OF TARPON SPRINGS

By: Charles Rudd
Charles Rudd, City Manager

Halff Associates, Inc.

By: SEAND. LAHAV, MARKET LEADER
Signatory's Name & Title

ATTESTED

By: Mickie Marston
City Clerk

ATTESTED

By: Tyler Regal
Consultant's Witness

APPROVED AS TO FORM:

By: [Signature]
City Attorney

AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

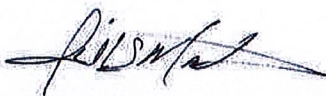
1.3. Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice,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

2. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part

of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ATTEST



Signature of Corporate Secretary

Jill S. Martin

Type/Print Name of Corporate Secy.

November 1, 2024

Date

Half Associates, Inc.

Company Name



Signature

Tyler Keppel

Type/Print Name

November 1, 2024

Date

(CORPORATE SEAL)



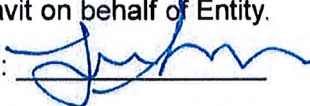
Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: OCTOBER 24th, 2024

Signed: 

Entity: HALFF

Name: SEAN O. LAHAV

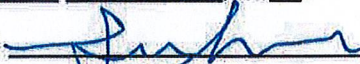
Title: RESILIENCE MARKET LEADER

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: 24 OCTOBER, 2024

Signed: 

Entity: HALFF

Name: SEAN O. LAHAV

Title: RESILIENCE MARKET LEADER

August 28, 2024

CITY OF TARPON SPRINGS

Planning Support Services
RFP No. 240115-P-JL

Firm Name: Halff

Firm Address: 1000 N. Ashley Drive, Suite 900 | Tampa, Florida 33602

Point of Contact: Sean Lahav, MPA

Email/Phone: slahav@halff.com | 904.720.2611

halff.com





Table of Contents

Title Page	01	Tab 4. Demonstrated Understanding of the Sub Areas	66
Table of Contents	02	Tab 5. Minority Business Status	94
Tab 1. Executive Summary	03	Tab 6. Cost	95
Tab 2. Ability of Firm and its Professional Personnel	06	Tab 7. City Forms	96
Tab 3. Firm Experience with Projects of Similar Size and Past Performance	10		

August 28, 2024

City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

NO. **87** | **ENR** TOP 500
RANKING

RE: RFP No. 240115-P-JL Planning Support Services

Dear City of Tarpon Springs,

Halff, a full-service infrastructure consulting firm with a strong track record of providing local and statewide planning services, is pleased to submit our qualifications in support of providing Planning Support Services to the City of Tarpon Springs Planning Department. Halff's overarching objective for this opportunity is to serve as a trusted advisor to staff and local government leadership in navigating both the challenges and opportunities of what the future holds in store.

We are excited to also offer the technical services of multiple small business consulting firms including **SPG (Economic Analysis)**, **Vrana Consulting (Communications and Public Involvement)**, **Community Planning Collaborative**, and **KSK Preservation (Historic Preservation)**. Our combined qualifications and experience include:

Multimodal Transportation Planning and Analysis – Halff's transportation planning services cover the complete project development process, from responsive planning and design to the integration of Intelligent Transportation Systems (ITS) and complete streets. Gary Phillips, AICP, Transportation Planning Lead, has more than 30 years of experience in transportation planning, project development, and conceptual design. He has served as project manager for transportation planning, PD&E, and design projects serving state transportation departments across Florida, Alabama, Mississippi, New Jersey, and Texas. Gary's abilities to provide robust multimodal transportation planning and analysis services will be bolstered by Halff's local and national staff, specialized in the planning and design of complete streets.

Economic Analysis – SPG, Halff's subconsultant for economic services, offers a team of economists who provide practical advice and guidance to clients on complex issues concerning infrastructure, natural and water resources, and socioeconomic impacts. Robert Gray, AICP, Chairman and President of Strategic Planning Group, Inc. (SPG), has more than 30 years of specialized policy analysis experience supporting public sector decision-making based on economic theory.

Communications and Public Involvement – Vrana Consulting, Inc., Halff's subconsultant for communications and public involvement, is a locally based Minority (Woman) Business Enterprise specializing in urban planning and public involvement. Tammy Vrana, AICP, brings more than 30 years of Florida planning experience to local clients. Vrana Consulting recognizes the value of engaging diverse community interests in planning and uses innovative approaches to capturing the attention and input of larger, more representative groups — including traditionally under-served populations.

Urban Design – Halff's planners and landscape architects are committing to shaping and revitalizing communities through ideas that generate economic growth and create sustainable solutions. Halff's award-winning corridor plans, downtown plans, streetscapes, and urban designs focus on the relationship between people, planet, prosperity, and place. Martin Steffen, PLA, Urban Design Lead, is an experienced landscape architect with 12 years of experience based in the Tampa Bay region. Isabelle Albert, AICP, Land Use Lead, previously served as Hillsborough County's Principal Planner.



Spongeorama, Downtown Tarpon Springs



City Hall, Downtown Tarpon Springs



Hellas Restaurant & Bakery, Downtown Tarpon Springs

Land Use and Redevelopment – Halff provides all the professional services necessary for successful land development, from large-scale master-planned communities to mixed-use, industrial, and individual site developments. What truly distinguishes our approach is our experience and qualifications in shaping the local comprehensive plan and land development code regulations which inform land development patterns. Lara Dietrich, MPA, Land Use and Redevelopment Lead, has been providing professional planning services to public and private sector clients across Florida for more than 24 years. Her public sector qualifications and knowledge gained through serving as Baker County's Planning Director and as a Planning Commissioner for the City of Jacksonville provides her with an invaluable perspective in advising local planning departments.

Historic Preservation – Community Planning Collaborative, Halff's subconsultant for historic preservation services, is a small business that inspires community-led, history-based planning solutions so that equitable outcomes are possible. Adrienne Burke, AICP, Esq., is a planner and attorney who has more than 15 years of experience in local land use and historic preservation planning. She previously served as the Principal Planner for Miami-Dade County and the Director of Nassau County's Planning Department. Ennis Davis, AICP, is a planner with a passion for cultural heritage preservation and urban planning. A Gullah Geechee descendant with 23 years of experience in planning, architecture, and real estate development, Ennis is a public historian dedicated to inclusively uplifting people, communities, and protecting their culture, heritage, and sense of place.

Community Resilience – Halff's resilience services serve as a focal point of multidisciplinary collaboration across all of our solution groups and practices, including infrastructure, mobility, water, and placemaking. Halff has played a leading role in developing vulnerability assessments and adaptation plans for more than 16 counties and 51 municipalities across Florida. Sean Lahav, MPA, Project Principal and Community Resilience Lead, has advised 23 counties and 76 municipalities across the State of Florida on resilience priorities ranging from flooding and sea level rise to public policy and outreach. Sean is currently serving as Project Manager for the Resilient Pasco Project and recently managed climate resilience projects for the City of Port Richey and Tampa Bay Regional Planning Council (TBRPC).

Community Development and Redevelopment – Redevelopment can bring many excellent benefits to an urban area, but there can also be many unique challenges. Halff provides due-diligence support with our multidisciplinary services and focused approach to identify site-specific constraints and potential extraordinary costs. Max Spann, PLA, Community Development Lead, brings 23 of experience in planning, landscape architecture, design, and project management.

Recreation Master Planning – Halff’s talented professionals provide limitless creativity, accentuating the details and forecasting long-term impacts of each recreation project. Our approach to parks, lakefront and recreation tourism master planning is collaborative, innovative and tailored to each community. Laura Duplain, PLA, is an experienced landscape architect with 16 years of experience leading projects of diverse sizes and types, including streetscape enhancements, park revitalization efforts, residential communities, and commercial projects.

Halff is enthusiastic about the opportunity to collaborate with the City of Tarpon Springs to advance its planning goals and initiatives. Our comprehensive suite of services, supported by our distinguished teaming partners and specialists, positions us uniquely to deliver exceptional outcomes tailored to the city’s needs. We are committed to leveraging our extensive experience, innovative solutions, and collaborative approach to support Tarpon Springs in achieving its vision for a vibrant, sustainable, and resilient future. We look forward to the possibility of working together to make this vision a reality.

Thank you for considering our proposal. We are eager to discuss how Halff can contribute to the success of your planning endeavors.

Sincerely,



Sean D. Lahav, MPA
Resilience Market Leader
Principal-in-Charge
slahav@halff.com



Max Spann, PLA
Planning/Landscape Architecture Team Leader
Project Manager
mspann@halff.com



Tab 2. Ability of Firm and its Professional Personnel

HALFF'S QUALIFICATIONS AND EXPERIENCE

Halff is recognized as one of the nation's top infrastructure consulting firms, distinguished by our comprehensive approach to planning, design, engineering, and implementation of innovative solutions. The core objective of Halff's people-focused mission and technical services is to serve as a trusted advisor to local communities in building a more sustainable, resilient, and thriving future.

We have been continuously recognized by *Engineering News Record* (ENR) as a top 100 design firm in the U.S., providing nationally recognized services in comprehensive planning, land development, transportation planning, climate resilience services, and civil engineering. Halff helps communities adapt to changing conditions by proactively planning for the future.

Halff is consistently named one of America's Top Workplaces because of an environment built around "people first." That's because everything we do is engineered for people — whether it's our company culture, career development, caring philanthropy or the client projects that truly touch lives and improve the world around us.



Halff, Tampa Office at the 2024 State of Tampa's Downtown Forum with Mayor Jane Castor

HALFF'S APPROACH TO PLANNING

Halff's award-winning comprehensive plans, parks master plans, corridor plans, downtown planning, active transportation plans, vulnerability assessments, adaptation plans, streetscapes, and master-planned communities focus on the relationship between people, planet, prosperity and place. These strategic visions influenced by public engagement help imagine the future.

Halff has more than 80 planning and landscape architecture professionals across our offices. With nearly 40 years of local project experience, we have successfully supported planning projects for various Florida municipalities, such as Pasco County, New Port Richey, Port Richey, and St. Pete Beach. We maintain a balanced project load to verify the delivery of our best work to clients, recognizing the uniqueness of each client's goals and objectives.

Based on our experience, involving the community through meetings and engagement with residents and business owners enhances a project outcome. Halff's skilled staff is prepared to address public concerns, feedback, and education with extensive experience in customizing presentations to address specific project-related concerns in public settings. We offer a range of support options, from stakeholder meetings to hosting informative web pages on our site.

GRANT WRITING SERVICES

Halff has obtained more than \$100M in grants for our clients over the past decade. We are committed to supporting local governments across Florida in applying for regional, state, and federal grants. Lisa King, Halff's Grant Funding Strategy Lead, has obtained a cumulative total of \$300M in state and federal grants for local governments over her career. Identifying and prioritizing projects eligible for grant funding will be one of Halff's most important priorities for this project. By leveraging her expertise, Halff aims to optimize the chances of obtaining significant grant funding, thereby advancing the project's objectives and contributing to the success of local resilience initiatives.



BUILDING RESILIENT COMMUNITIES

Tarpon Springs, situated on Florida's Gulf Coast, is characterized by its low-lying topography and extensive waterfront, which make it particularly vulnerable to climate-related hazards. Taking lessons from Hurricane Idalia (2023) and Hurricane Debby (2024), we recognize the urgency of mitigating and adapting to climate-related hazards. Halff has addressed these vulnerabilities through detailed neighborhood-scale flood mapping and analysis, with a notable focus on the nearby community of Holiday. By evaluating local drainage systems and floodplain dynamics, Halff has identified specific areas at risk and is currently developing tailored strategies to enhance resilience. This includes improving stormwater management, recommending infrastructure upgrades, and advising on land use and building codes to better manage flood risks and adapt to future climate impacts.



INTRODUCING OUR SUBCONSULTANTS

In providing the City of Tarpon Springs with the very best of what Halff has to offer, we are thrilled to introduce our carefully selected subconsultants. Each of these small businesses has been chosen not only for their technical expertise but also for their profound and passionate understanding of the urban planning issues that are unique to Florida communities.

Our subconsultants bring a deep-rooted knowledge and commitment to addressing the specific challenges and opportunities faced by urban areas in Florida. Their specialized insights into local planning dynamics, coupled with their hands-on experience in navigating the region's distinctive urban landscape, making sure that we deliver solutions that are both innovative and deeply relevant.



vranaconsulting

Vrana Consulting, Inc. is a professional services firm specializing in urban planning and public involvement for governmental entities, including municipalities, MPOs, and FDOT. To facilitate equitable and synergistic outcomes, Vrana Consulting seeks to understand the

history, sociocultural context, and aspirations of planning area communities by investigating existing conditions and past actions and by engaging diverse publics. Vrana Consulting recognizes the value of engaging diverse community interests in planning and uses innovative approaches to capturing the attention and input of larger, more representative groups—including traditionally under-served populations. Established in 2007, Vrana Consulting is a Florida corporation and is certified by the State of Florida as a Minority (Woman) Business Enterprise and by FDOT as a Disadvantaged Business Enterprise (DBE).

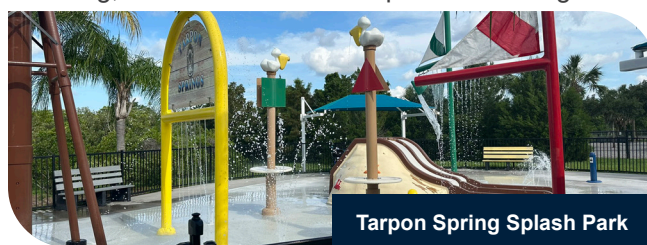


Community Planning Collaborative was founded with the goal to

change the way the profession practices planning and historic preservation. They are intent on building a shared culture of equity, working with team members and communities with different backgrounds, skills, and views. This means nurturing relationships with people of varied race, color, nationality, gender identity, sexual orientation, age, religion, neurodiversity, ability, veteran status, or criminal history. They understand intersectionality and how that impacts people's lived experience. Equity is essential to their mission of elevating the voices and culture of those traditionally excluded from urban planning, land use and zoning.



SPG is a collaborative group of interdisciplinary professional land planners, real estate planners, real estate economists, and real estate development professionals with considerable experience in serving both public- and private-sector clients. They have an in-depth understanding of urban and regional planning, development economics, and real estate analysis. SPG is considered an international leader in the emerging field of Growth Management and Comprehensive Development Planning. They have experience in long-range Land Use Planning, Demographics, Land Development Regulations, Impact Fee Preparation, Capital Improvement Planning, and Economic Development Planning.



Tarpon Spring Splash Park



KSK Preservation, LLC is a historic restoration and consulting firm founded in 2017 with over 24 years of experience. KSK Preservation has provided technical assistance, research, and documentation for the restoration of historic properties, both commercial and residential, around the state of Florida. The firm specializes in planning studies and architectural surveys, cultural resource assessments, existing conditions studies, design guidelines, National Register of Historic Places nominations, Section 106 Reviews, and local tax exemption and Federal tax credit projects. The firm meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture.



PROFESSIONAL RESOURCES AVAILABLE

In response to the Request for Proposals (RFP) from the City of Tarpon Springs, we are committed to delivering exceptional service by leveraging a comprehensive array of professional resources. Our approach integrates a diverse set of expertise and tools that confirm we meet and exceed the project requirements outlined in the RFP.

EXPERIENCED TEAM OF PROFESSIONALS

Our team comprises highly qualified professionals with extensive local and statewide experience applicable to all of the services outlined in the RFP. Each member brings specialized knowledge and a proven track record in their respective fields, confirming a robust and multidisciplinary approach to the project. From urban planners with deep familiarity with Florida's municipal regulations to

landscape architects and engineers adept at navigating complex design projects, our team is equipped to address all aspects of the RFP's requirements.

Most importantly, our team assembled for this project includes professionals who have served in public sector planning leadership capacities and understand the complexities of local planning department decisions. Lara Dietrich, Max Spann, and Adrienne Burke each previously served as Planning Directors both for municipalities and counties across Florida. Sean Lahav previously worked for a regional planning council where he advised numerous planning departments on both current and long-range priorities. These qualifications provide our team with a unique understanding of both the challenges and opportunities facing the City of Tarpon Springs in planning for the future.

SPECIALIZED SUBCONSULTANTS

We have carefully selected a group of small businesses and subconsultants who possess a profound understanding of urban planning challenges specific to Florida. These subconsultants are not only experts in their technical domains but also have a passionate commitment to addressing the unique needs of Florida's communities. Their localized knowledge enhances our ability to tailor solutions effectively, making sure relevance and efficacy in every facet of the project.

Our subconsultants have a proven track record of successful projects within Florida, demonstrating their capability to deliver high-quality outcomes. Their previous collaborations with municipalities, state agencies, and private sector clients highlight their ability to navigate the intricacies of urban planning and achieve results that align with project goals and community expectations.

BALANCED WORKLOAD

We understand the importance of balancing workload and delivering professional resources promptly to meet the needs of the City of Tarpon Springs. Our approach is grounded in a strategic framework designed to make sure each project receives the attention it deserves, while maintaining efficiency and meeting deadlines. This commitment is central to our ability to provide high-quality services and achieve the project's objectives effectively.

Our project management is a core strength we offer. We're dedicated to meeting deadlines and can expedite our efforts as needed. Our team structure is designed to be flexible and scalable, allowing us to adjust resource

levels based on project demands. Whether the project requires additional expertise or increased manpower at specific stages, we can adapt by bringing in additional team members or subconsultants. This scalability confirms that we can handle varying project sizes and complexities without compromising on the quality of our deliverables or the timeliness of our services.



TRUSTED ADVISORS IN NAVIGATING UNFORESEEN CIRCUMSTANCES

At Halff, our role as trusted advisors extends beyond conventional project management; we are steadfast partners committed to guiding our clients through unforeseen circumstances with expertise and resilience. Our deep-seated experience and strategic approach enable us to address unexpected challenges effectively, making sure project continuity and success even in the face of adversity.

PROACTIVE RISK MANAGEMENT



Our commitment to anticipating and managing risks is a cornerstone of our project management philosophy. We conduct thorough risk assessments at the outset of each project to identify potential issues that may arise. By developing comprehensive risk mitigation strategies, we prepare for possible contingencies before they become significant problems. This proactive stance enables us to handle unforeseen circumstances with agility and minimize their impact on the project's timeline and objectives.

RAPID RESPONSE AND ADAPTABILITY



In the event of unforeseen challenges, our team's ability to respond quickly and adapt to changing conditions is crucial. We have established protocols for crisis management and resource reallocation that allow us to address issues promptly. Whether dealing with unexpected regulatory changes, environmental concerns, or logistical disruptions, our project managers and specialists are trained to implement swift solutions that keep the project on track. Our agility confirms that we

can navigate disruptions without compromising on the quality or integrity of our deliverables.

EXPERT GUIDANCE AND STRATEGIC SOLUTIONS



As trusted advisors, we leverage our extensive knowledge and experience to provide strategic solutions during times of uncertainty. Our team offers informed guidance on the best course of action, drawing on industry best practices and innovative approaches to overcome challenges. We work closely with our clients to understand their unique needs and develop tailored strategies that address specific issues while aligning with overall project goals.

TRANSPARENT COMMUNICATION AND COLLABORATION



Effective communication is integral to successfully navigating unforeseen circumstances. We maintain transparent and open lines of communication with our clients throughout the project, safeguarding that they are informed of any developments and potential impacts. Our collaborative approach involves regular updates and consultations, allowing us to work together to devise and implement solutions. This transparency builds trust that all stakeholders are aligned and confident in the strategies being employed.

LEVERAGING A ROBUST NETWORK OF RESOURCES



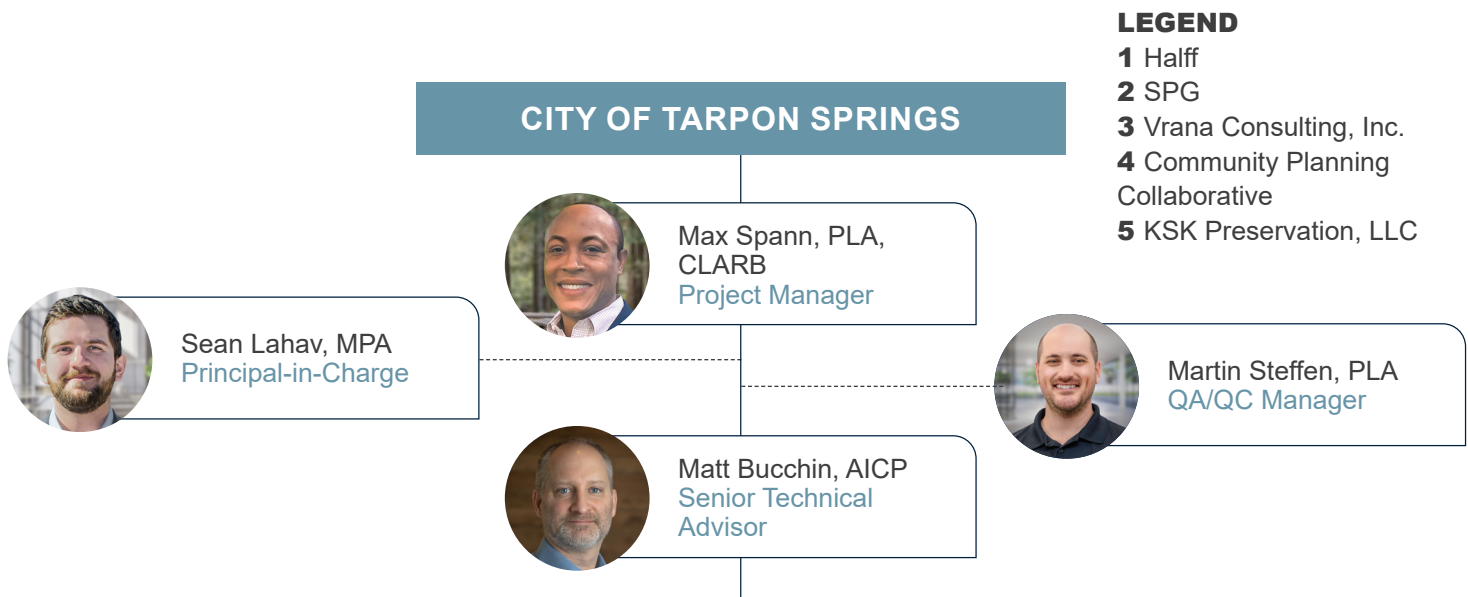
Our extensive network of industry contacts and resources is a valuable asset in managing unforeseen challenges. When necessary, we tap into our network to seek additional expertise, gather insights, or secure resources that may be required to address unexpected issues. This network enhances our capacity to find innovative solutions and implement them effectively, confirming that we can overcome obstacles and maintain project momentum.



Tab 3. Firm Experience with Projects of Similar Size and Past Performance

PROJECT TEAM ORGANIZATIONAL CHART

The organizational chart for the City of Tarpon Springs Planning Support Services outlines a structured team dedicated to comprehensive planning and development. At the core of this team are roles focused on project management, technical advisory, and quality control. Specialized leads drive initiatives in transportation planning, economic analysis, public involvement, and urban design. The team also encompasses land use, historic preservation, community resilience, and redevelopment expertise. Recreation master planning and value-added services, including grant funding strategy, are additional focal areas. Each segment of the team collaborates to deliver integrated and innovative solutions tailored to the city's needs.



Technical Staff

Multimodal Transportation Planning & Analysis

Gary Phillips, AICP¹

Economic Analysis

Robert Gray, AICP²

Communications & Public Involvement

Tammy Vrana, AICP³

Sean Lahav, MPA¹

Urban Design

Isabelle Albert, AICP¹

Brice Pinson¹

Land Use and Redevelopment

Lara Diettrich, MPA¹

Historic Preservation

Mike Mudd, RPA¹

Annie Carter¹

Adrienne Burke, AICP, Esq⁴

Ennis Davis, AICP⁴

Kathleen Kauffman⁵

Community Resilience

Sean Lahav, MPA¹

Community Development & Redevelopment

Max Spann, PLA, CLARB¹

Joseph Loretta, PLA, LEED®AP
BD+C¹

Recreation Master Planning

Laura Duplain, PLA¹

Dave Muntean, PE¹

Value-Added Services

Lisa King, GPC¹

Grant Writing for Fernandina Beach and DeLand, FL.

Grant Writer who successfully advised the Cities of Fernandina Beach and DeLand in preparing and submitting Resilient Florida planning grant applications totaling \$270K to support the development of respective flood vulnerability assessment and adaptation planning projects.

***Grant Writing for Putnam, Flagler and St. Johns Counties, FL.**

Grant Writer who successfully advised Putnam, Flagler, and St. Johns Counties in preparing and submitting Resilient Florida grant applications to support the development of infrastructure vulnerability assessments. Cumulative total of \$750K was awarded with vulnerability assessment projects encompassing 2,220 square miles.

***USACE South Atlantic Coastal Study (SACS), Northeast FL.**

Technical Advisor who aided USACE while the Northeast Florida Focus Area of SACS was being conducted. SACS was a \$16M Congressionally-Authorized Study focused on evaluating flood vulnerabilities across the USACE South Atlantic Division. Provided USACE with stakeholder inventory, coordinated study efforts with Northeast Florida local governments, and wrote official vision statement for Northeast Florida Focus Area.

***Special Committee on Resiliency, Jacksonville, FL.**

Lead External Advisor who advised Council Members throughout City of Jacksonville City Council established Special Committee on Resiliency. Assisted in developing the committee's work plan, wrote the charges for three subcommittees, and coordinated efforts between the City of Jacksonville and local, state, and national partners. Authored the policy statement and job description which enabled the City of Jacksonville to appoint its first Chief Resilience Officer (CRO). Served as primary author of the Special Committee's Final Report and coordinated the technical development of the report with more than 50 subject matter experts, including scholars, attorneys, planners, engineers, scientists, and community leaders.

***EDA CARES Act Supplemental Award for COVID-19. Northeast FL.**

Project Manager who was responsible for administering a non-competitive grant awarded to Northeast Florida Region through the U.S. Economic Development Administration (EDA). Served as Chairman of the Northeast Florida Economic Resilience Task Force, a policy group comprised of 20 regional leaders from government, private, and nonprofit sectors. Formalized partnerships with more than 24 organizations and local governments to identify economic recovery strategies for bouncing back from the national effects of the COVID-19 pandemic. Developed the "Northeast Florida COVID-19 Economic Recovery Plan" and presented recommendations from plan to local government commissions on more than 22 occasions. Advised local government spending priorities related to allocations provided through the American Rescue Plan Act (ARPA).

***Flagler County-Wide Approach to Resilience Planning, Flagler County, FL.**

Project Manager who led a planning project funded by the FDEP Resilient Coastlines Program focused on cross-jurisdictional resilience planning and collaborative governance. Assisted Flagler County and the municipalities of Marineland, Beverly Beach, Flagler Beach, Palm Coast, and Bunnell in identifying linkages between planning, emergency management, and floodplain management. Developed Goals, Objectives, and Policies to satisfy 'Peril of Flood' statutory requirements and advised local planning boards through the transmittal of multiple comprehensive plan amendments.

***Mayport Naval Air Station (NAS) Resilience Study, Jacksonville, FL.**

Steering Committee Member appointed by North Florida Transportation Planning Organization (TPO) to advise and provide technical assistance to RS&H while the Mayport NAS Transportation Resilience Study was being conducted. Coordinated GIS data requests applicable to current and future flood conditions and supported local stakeholder engagement priorities.



ROLE

Project Manager/Community
Development &
Redevelopment Lead

EXPERIENCE

24 Years

EDUCATION

Bachelor of
Landscape Architecture,
Kansas State University

REGISTRATIONS

Professional
Landscape Architect,
FL No. LA6666780

CERTIFICATIONS

CLARB Certified Landscape
Architect No. 31691

Max Spann, PLA, CLARB

Max brings 24 of experience in planning, landscape architecture, design, and project management with a simple goal: to provide clients with solutions of lasting value in a time and cost-efficient manner. Throughout his career he has implemented this concept through experience in short and long-range planning, large and small site design, and construction of both public-sector and private-sector projects. His project background includes large and small scale master planned and mixed-use developments, large and small scale lifestyle (commercial) center development, botanical garden design, theme park design, resort and hospitality amenity design and construction, comprehensive plan amendments and land development code creation, municipal department management, development agreements, master planned community amenity design, public and private design charrette facilitation, parks and recreation master plans, urban and community redevelopment plans, regional and specialty use parks, streetscape and corridor design, and construction administration services.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Restoration & Trail Plan, Jacksonville, FL. Providing landscape architecture design oversight for this multi-year 2.5-mile stream restoration project through diverse urban environments. Max assists with program and graphics development for community outreach meetings. The project is currently at 30 percent conceptual design for the client to pursue further funding.

St. Johns Park at Friendship Fountain, Jacksonville, FL. Assisting the design and construction team in providing limited construction administration and coordination for St. John's Park. The project included revitalization of the entire park grounds surrounding the Friendship Fountain as a community waterfront gathering and active open space.

Latham Plaza Design, Jacksonville Beach, FL. Assisting in design development for the 2.5-acre Latham Plaza/Seawalk Pavilion in the City of Jacksonville Beach. The design advancement involves working with city staff and the Community Redevelopment Agency (CRA) to finalize the design elements and budget for the CRA Board and City Council to accept. The concept includes improvements to both the Seawalk Pavilion and Latham Plaza as a centerpiece to events in downtown Jacksonville Beach. The first phase of construction is scheduled to occur in 2025.

Casselberry Parks Master Planning, Casselberry, FL.

Served as the lead landscape architect for design, preliminary engineering and cost opinions for both Wirz and Sunnyside Park(s) in the City. Subsequent to the design, public involvement was conducted to gain consensus from each community.

**ROLE**

QA/QC Manager/Urban
Design Lead

EXPERIENCE

12 Years

EDUCATION

BS, Landscape Architecture,
University of Kentucky

REGISTRATION

Professional Landscape
Architect, Florida No. 6667386

Martin Steffen, PLA

Martin has been active in landscape architecture, site design, and land planning for more than 12 years. His experience encompasses both private and public-sector projects. Project experience includes master planning services, special use permits, design for residential subdivisions, office/commercial site design, and residential landscape design as well as due diligence for eminent domain cases.

REPRESENTATIVE PROJECT EXPERIENCE

Anclote River Park and Trail, Pasco County, FL.

Landscape Architect responsible for internal design coordination, site design, program management, overall amenity design, and maintaining client relationships for one of Pasco County's most utilized park. This waterfront park is enjoyed by many and is known for its boat access, recreational activities, and providing an overall family-friendly park experience.

St. Johns Park at Friendship Fountain, Jacksonville, FL.

Landscape Architect responsible for design assistance and QA/QC for the revitalization of the entire park grounds surrounding the Friendship Fountain as a community waterfront gathering and active open space.

Gloria Swanson Parking Lot Expansion, New Port Richey, FL.

Martin was responsible for providing landscape and irrigation improvements to Gloria Swanson Parking lot to provide overflow parking for the historic La Hacienda Hotel as well as the recently renovated Simms Park. Design included working with engineers on parking lot layout and providing landscape enhancements for streetscape which served as the main entrance to the hotel and park. Care was taken to re-use existing trees on site where possible. The City of New Port Richey has designated a majority of its City as a Community Redevelopment Area (CRA). Halff conducted a parking study along, and parallel to, Main Street extending from US 19 to the west and Madison Avenue to the east to confirm that the City has adequate parking to support existing uses, as well as planning for future growth in the Downtown District.

Airport Gateway Corridor and Trail, Tallahassee, FL.

Landscape Architect responsible for the planning and design of several roadway corridors and trails leading to downtown Tallahassee. Halff has completed public engagement, technical, and administrative coordination; data gathering; preliminary reviews (cultural, environmental, geotechnical); sociocultural effects; traffic and stormwater evaluation; and conceptualization. Covering over seven miles of roadway and over 12 miles sidewalks, trails, and bicycle lanes, the Airport Gateway intends to substantially improve transportation in our community.



ROLE

Senior Technical Advisor

EXPERIENCE

27 Years

EDUCATION

Master of Environmental Planning,
Arizona State University

BA, Business Administration,
Pennsylvania State University

CERTIFICATION

Certified Planner, AICP No. 022097

LEED Green Associate, U.S. Green
Building Council

Matt Bucchin, AICP, LEED GA

Matt is a Deputy Practice Lead over planning at Halff with 27 years of public and private sector experience at the city, state, and special district levels of government. Matt has served many Texas communities on comprehensive, solution-oriented plans that are tailored to each city's unique characteristics. Matt also leads Halff's Connected Solutions and Innovation Technologies Initiative, working with technology specialists from across the company advancing transportation-related projects in connected and autonomous vehicle technologies, ITS, information communication technologies (ICT), machine learning and artificial intelligence, asset management, cyber security and more.

REPRESENTATIVE PROJECT EXPERIENCE

US 380 Overlay District Design Strategy, Frisco TX.

QA/QC Manager responsible for reviewing green design components along the US 380 corridor. The design framework included creating walkable development with connections to hike and bike trails. Another focus was building placement to execute placemaking strategies to form a distinct identity.

Airport Boulevard Corridor Mobility Plan, Austin, TX.

Lead Planning Project Manager for a 6.2-mile corridor study and schematic plan for an urban arterial in the City of Austin. Planning tasks included preparation of an access management study to minimize impacts to adjacent land uses, development of a placemaking toolkit, and identification of locations for placemaking design interventions.

Texas Department of Transportation (TxDOT) El Paso District Alternative Transportation Study, El Paso, TX.

Lead Planner responsible for the development of an alternative transportation implementation plan for 13 key state corridors within the TxDOT El Paso District. The project included an existing condition analysis of 13 corridors, identification of possible alternative treatments to improve bicycle facilities, selection of interim and ultimate facility configuration options, and a prioritized implementation action plan for moving forward. In association with our engineers, this project also included the schematic designs for facility improvements for several key corridors.

OTHER REPRESENTATIVE PROJECTS

Place Based Comprehensive Plans

- Uniquely Boerne: The Boerne Comprehensive Plan, Boerne, TX
- Forward Fate Comprehensive Plan, Fate, TX
- RENEW Texarkana Comprehensive Plan, Texarkana, TX

Small Area/Corridor Plans

- Lancaster Corridor Studies for I-35E and Loop 9, Lancaster, TX
- San Marcos Transportation Corridors Study, San Marcos, TX
- FM 78 Corridor Plan, Cibola, TX

Design Guidelines & Code Development

- Marble Falls Development Code, Marble Falls, TX



ROLE

Multimodal Transportation
Planning & Analysis Lead

EXPERIENCE

36 Years

EDUCATION

BS, Civil Engineering, Florida
Institute of Technology

REGISTRATION

American Institute of Certified
Planners #118919

Gary Phillips, AICP

Gary has 36 years of experience working for both private and public engineering firms and specializes in Transportation Planning, Public Engagement, Project Development and Environmental (PD&E) Studies, and Conceptual Design. He has served as project manager for transportation master plans, planning and traffic studies, PD&Es, conceptual design projects and statewide policy contracts. His clients have included Alabama DOT, Mississippi DOT, New Jersey DOT, Texas DOT, FDOT District 2, Florida Turnpike Enterprise, FDOT Central Office - Office of Environmental Management and Office of Policy Planning, FDOT Office of Toll Operations, Florida Department of Environmental Protection, and numerous municipalities.

REPRESENTATIVE PROJECT EXPERIENCE

Blueprint 2000 Intergovernmental Agency, Capital Cascades Connector Bridge, Master Plan, Design and Construction, Tallahassee, FL.

Served as Project Manager for the master plan, preliminary design of a new pedestrian bridge in downtown Tallahassee. A design charrette was held with the community to elicit their preference for the new bridge. Community participants representing neighborhood associations, local businesses, and other civic groups and voted on bridge preferences including bridge concept, abutment design aesthetics and lighting. This modern post tensioned concrete bridge deck is supported by a series of ten circular columns positioned at angles. The columns support canopies made of solar fabric that capture the sun's energy while providing shade for the bridge users. This gateway signature pedestrian bridge is 180ft in length and crosses over South Monroe Street near the State Capitol.

Blueprint 2000 Intergovernmental Agency, Franklin Boulevard Flood Control Project, Tallahassee, FL.

Served as Project Manager for the planning, design and permitting phase of the Franklin Boulevard Project. The existing four-lane urban collector with an open ditch conveyance in the median contained no pedestrian or bicycle facilities. The project redesigned Franklin Boulevard into a two-lane facility with turn lanes, 4 ft. bike lanes in each direction and a 10ft. multi-use trail on the west side. The project placed the open water conveyance into an underground 8' x 12' box culvert that connected to an existing box culvert downstream. The project relocated and upgraded underground utilities and comprised architectural lighting, landscaping and irrigation.

Capital Region Planning Transportation Agency (CRTPA), Bloxham Cutoff Trail Feasibility Study, Wakulla County, FL.

Served as Project Manager for the SR 267/Bloxham Cutoff Road Shared-Use Trail Feasibility Study in Wakulla County. The study evaluated a proposed shared-use trail envisioned to connect Edward Ball Wakulla Springs State Park with the St. Marks Trail. The proposed connector route is approximately 4.78 miles in length.



Robert Gray, AICP

As Chairman and President of Strategic Planning Group, Inc. (SPG), Robert Gray leads the resource team with over 30 years of consulting experience in Community and Neighborhood Redevelopment, Economic Development/Site Location, Development Economics/Feasibility, Growth Management/Comprehensive Land-Use Planning and Strategic Planning. His broad range of experience provides SPG's clients detailed accuracy, proven programs, and consistent professionalism. Robert has created effective CRA redevelopment plans/strategies for over 40 local, regional, and national governments including Australia, Egypt, the Caribbean, and locations throughout the United States.

ROLE

Economic Analysis Lead

EXPERIENCE

30 Years

EDUCATION

Doctoral Courses, University of Florida

MA, Economics, University of Florida

BA, Economic Geography/Planning, University of Florida

REGISTRATION

American Institute of Certified Planners #005830



SPG

REPRESENTATIVE PROJECT EXPERIENCE

Mr. Gray has completed over 40 economic development plans and economic repositioning studies worldwide, including the following Florida Programs:

- Bradenton Central CRA (2 Plans)
- Central Leesburg CRA including Findings
- Cocoa (3 CRAs)/Findings and Master Plans
- Delray Beach CRA (2 Plans)
- Jacksonville CRA (5 Plans/Updates/Findings)
- Hallandale Beach CRA Update
- Lincolnville CRA Update
- Melbourne Downtown CRA Update
- Ormond Beach CRA (2 Plans)
- Palm Coast SR100 CRA including Findings

Economic Development/Site Location

- Over 50 site location studies for industrial, retail, financial, biomedical, medical and headquarters throughout the throughout the United States resulting in relocation/creation of over 60,000 jobs.
- Prepared workforce development programs and cost/wage surveys for local governments

Economic Repositioning/Redevelopment Experience

He is a leader in preparing Redevelopment Programs, having prepared over 35 for local governments, 20 within the State of Florida. He is a member of the Florida Redevelopment Association. Mr. Gray is a Florida Real Estate Broker. He is currently completing the Hallandale Beach CRA Redevelopment Plan which is including pandemic impact policies and strategies.

He has created effective CRA redevelopment plans/strategies for local, regional, and national governments including

- 12 Downtown CRAs
- 12 African American CRAs
- 10 Corridor CRAs
- 6 Tourism Related CRAs

Comprehensive Planning/Urban Planning

Prepared Land Use and Growth Management Programs for over 30 local and regional governments throughout North America, the Caribbean and the Pacific, including 12 in Florida (9J-5) including Polk County.



Tammy Vrana, AICP

Tammy has 37 years of Florida planning experience serving local governments, MPOs, and the Florida Department of Transportation. Her experience encompasses comprehensive planning, community development, community impact and equity assessment, and public engagement. Tammy is adept at working across disciplines and with diverse stakeholders to identify community issues and practicable, consensus-driven solutions. She specializes in outreach, education, and engagement techniques to increase public awareness and participation, inform decision making, and build support for community plans and projects.

ROLE

Communications & Public
Involvement

EXPERIENCE

37 Years

EDUCATION

BA Economic Geography,
University of Florida

Coursework, Sustainable
Community Design, University
of South Florida

REGISTRATION

American Institute of Certified
Planners (AICP)



vranaconsulting

REPRESENTATIVE PROJECT EXPERIENCE.

Project Manager, On-Call Planning Support, City of Port Richey (2012-Present).

Serves as city planner performing development review, plan and zoning amendments, coastal management policy/strategy, community engagement, and other tasks as needed.

Subconsultant, Resilient Pinellas Action Plan, Pinellas County (2020-2023).

Led community engagement tasks, including a detailed opinion survey (1,200 responses) and a 21-member advisory group to lay the foundation for the County's robust (and first) sustainability and resiliency plan. Supported strategy development and documentation.

Subconsultant, Historic Roser Park Neighborhood Plan and Historic Uptown Neighborhood Plan, City of St. Petersburg (2012-2014)

Facilitated community workshops with neighborhood groups/interests and developed neighborhood plans.

Subconsultant, Gateway Master Plan, Forward Pinellas (2018-2019)

Organized community outreach and engagement activities for diverse stakeholders, including a 35-member Study Management Team and community groups, convened to explore regional mobility and connectivity, transit-oriented development, industrial redevelopment, housing opportunities, and resiliency strategies.

Subconsultant, Downtown and Edge District Parking Demand Study, City of St. Petersburg (2015):

Developed/implemented the public involvement plan and performed outreach for opinion surveys and public workshops to inform the recommendations.

Subconsultant, Focus Group for Advantage Pinellas Long Range Transportation Plan, Forward Pinellas (2018-2019).

Performed outreach, assembled a geographically diverse focus group, organized meetings, and reported outcomes to inform the major update.

Subconsultant, Greenways Master Plan Update, Hillsborough County (2022-2023).

Led community engagement tasks and supported planning for the update of the 1996 plan.

**ROLE**

Due Diligence Lead

EXPERIENCE

25 Years

EDUCATIONBS, Urban & Regional
Planning & Co-op Program**REGISTRATION**American Institute of Certified
Planners, No. 030904**Isabelle Albert, AICP**

Isabelle has more than 25 years of experience with urban planning, zoning, and the public hearing process. She provides professional services related to land use issues, special and conditional uses, as well as zoning, community planning, subdivision regulations, and growth management regulations. Her previous experience as Principal Planner for Hillsborough County provides a unique understanding of local planning issues.

REPRESENTATIVE PROJECT EXPERIENCE

Escambia County Comprehensive Plan Review, Escambia County, FL. Project Manager responsible for assisting in the data and analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development and the consideration for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented to the general public through workshops as well as the County's Planning Agencies.

Walden Lake, Plant City, FL. Prepared conceptual master planning of the Walden Lake Golf and Country Club located in the City of Plant City. The 2,060-acre development is located at the southeast of Turkey Creek Road and Sydney Road. The golf course is approximately on 290-acres surrounded by Walked Lake Community Unit District. The project consists of redevelopment of the terminated golf course area with a community that includes a variety of housing styles and a mixed-use town center.

Hillsborough County School Board, Tampa, FL. Coordinated analysis of two sites located in Hillsborough County for an interlocal agreement for school facilities planning, siting, and concurrency report.

Firestone/Bloxham Redevelopment, Tallahassee, FL. Coordinated redevelopment project for the 5.3-acre site mixed-use development (residential, commercial, hotel). Required master plan and firm-base site design.

Pinecrest Land Property, Tampa, FL. Coordinated development project for a +/- 164-acre school site in Riverview, Florida. Project required zoning amendment and school siting analysis.

Brandon Main Street, Brandon, FL. Coordinated redevelopment project for a +/- 56-acre site mixed-use development (residential, commercial, open space). This project required a master plan and zoning amendment including crafting Traditional Neighborhood Design guidelines.

**ROLE**

Urban Planning Support

EXPERIENCE

9 Years

EDUCATIONBS, Information,
Community and Technology

Brice Pinson

Brice has nine years of experience in A/E marketing for public- and private-sector clients throughout Florida. She transitioned into an urban/ community planning role, providing professional services related to zoning and land use issues, community planning, real estate due diligence, and growth management regulations. Brice also leads many of Halff's public involvement meetings, giving her the insight into what policies will be best for Edgewater stakeholders.

REPRESENTATIVE PROJECT EXPERIENCE

Harney Road Townhomes, Hillsborough County, FL.

Project Planner responsible for assisting with the application for a Major Modification to a Planned Development for a 9.83-acre property to permit a wireless communication facility onsite. The application consisted of preparing a zoning site plan, preparing a planning report with supporting graphics to provide justification for the modifications, and presenting the petitions to the Zoning Hearing Master and Board of County Commissioners.

Escambia County Comprehensive Plan Review, Escambia County, FL.

Project Planner responsible for assisting in the data and analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development and the consideration for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented to the general public through workshops as well as the County's Planning Agencies.

Riverview Landing, Riverview, FL.

Project Planner responsible for assisting with the application for a Planned Development rezoning to develop the 9.45-acre site with 92 townhomes. The application consisted of assisting the client with updates to the rezoning site plan, preparing a planning report with supporting graphics to provide justification for the rezoning and presenting the petitions to the Zoning Hearing Master and Board of County Commissioners.

Walden Lake, Plant City, FL.

Project Planner responsible for assisting with a modification to a portion of the existing 2,080-acre Walden Lake Planned Development. The subject parcels encompass approximately 319.22-acres and were developed as a currently abandoned golf course and country club. The community's feedback at various meetings and surveys, as well as comments received by reviewing agencies, yielded a plan that is proposed to develop up to 743 residential units along with a mixed-use Village Town Center. This project has consisted of the production of several conceptual plans, neighborhood meetings, discussions with City staff and coordinating with land use attorney's, public outreach professionals and more.



Lara Diettrich

Lara is the Senior Planner and Project Manager for Halff's Land Planning Services in the Northeast Florida region. With over 24 years of professional experience, she has worked on a wide range of urban, rural, and regional planning projects across Northeast Florida and other areas in the state. Lara's extensive background includes experience in both the public and private sectors. Notably, she has served as the planning consultant for the Florida Army National Guard's Readiness Centers statewide. These services include but are not limited to: Comprehensive Plan and Zoning Code/ Land Development Regulation management, application, and updates; Community Redevelopment Area planning and implementation; economic development initiatives; charrette and community outreach facilitation; urban infill, new development, and redevelopment; expert witness testimony; and public hearing representation.

ROLE

Land Use and
Redevelopment Lead

EXPERIENCE

24 Years

EDUCATION

MA, Public Administration,
Policy, and Analysis,
University of North Florida

BA, Political Science
University of North Florida

REPRESENTATIVE PROJECT EXPERIENCE.

Community Redevelopment Area (CRA) Planning, Northeast, FL.

Having established CRA's throughout Northeast Florida by conducting community outreach meetings and charettes, performing the due diligence to create the Finding of Necessities, preparing the CRA Plans, creating the Tax Increment Finance Trust Funds, presenting them to public administration elected and appointed bodies; implementing and management of the CRA Plans and their priorities; and either updating or sunseting the Plans based upon revenue generation success, life of Plan expiration, or wanting to continue the Plan.

Kanine Social, The Block, Jacksonville, FL. Planned, designed, and engineered an indoor/outdoor dog park and dog bar with dog boarding and grooming facilities, pop up restaurants, two-story mezzanine and bar with large, covered pavilion for music and festivals, with multiple parks for family and friends, with private and restricted access dog parks.

Raydient Places + Properties, Nassau County, FL. Full-service master planning, design, engineering, hydraulic and hydrological modeling for large tracts of land ranging from 500-3,000-acre sites for residential and equine estates throughout North Florida and Texas.

Georgia-Pacific Palatka, LLC, Palatka, FL. Expansion of industrial and warehouse facilities in Putnam County that include survey and combination of parcels, recording of land, exemption of subdivision of newly created parcels, rezoning, site planning and civil engineering.

Florida Power & Light Company Solar Voltaic Facilities, Northeast FL.

land planning, team coordination support, permitting, public outreach, public hearing representation for multiple solar voltaic facilities exceeding 800+ acres and 300,000 solar panels in Nassau and Baker Counties.

Sawgrass Village Town Center, Ponte Vedra, FL. Redesign and redevelopment of a legacy town center in the heart of Ponte Vedra at the entrance of the Marriott Sawgrass and the PGA Tour Headquarters involving strategic outreach and guidance with multiple property associations, business owners, and stakeholders to reimagine the layout, access, and infrastructure of the mixed-use development.



ROLE

Environmental

EXPERIENCE

19 Years

EDUCATION

MA, Anthropology/Archaeology,
Texas State University

BA, Cultural Anthropology,
Texas State University

REGISTRATION

Professional Archaeologist,
TX No.44090906
(Obtained 2017)

Mike Mudd, RPA

Mike brings experience in Archeology and Cultural Resource Management (CRM), a strong background in environmental consultation, and a thorough knowledge of the regulatory policies for various environmental disciplines. His CRM projects have been in conjunction with roadway, railroad, pipeline, transmission line, water line, and other commercial construction projects under the purview of NEPA, Section 106 of the National Historic Preservation Act, and the Texas Antiquities Code. He meets the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation, is a Registered Professional Archaeologist (RPA) and is Texas Department of Transportation (TxDOT) pre-certified for Archeological Surveys, Documentation, Excavation and Testing Reports.

REPRESENTATIVE PROJECT EXPERIENCE

Trinity River Authority (TRA), Ten Mile Creek Erosion Design & Preliminary Design Report, Ferris, TX. Cultural Resources Task Lead for this project that involved the design of erosion protection at the TM6 Pipeline crossing along Ten Mile Creek and a preliminary design report for the relocation of the TMCRRWS Effluent Discharge Outfall. Scope included rock riprap slopes and chute underneath the crossing to stabilize the channel as well as construction administration services.

City of Belton, South Belton Sewer Interceptor Phases II and III, Belton, TX. Cultural Resources Survey Task Lead responsible for an intensive pedestrian survey of new sewer line under purview of the Antiquities Code of Texas. His role included project management, scope development, background research, Texas Antiquities Code coordination with THC, conducting archaeological field investigations, and authoring the archaeological survey report.

City of Fort Worth, Marine Creek Parallel Sanitary Sewer Interceptor M-365, Fort Worth, TX. Cultural Resources Task Lead for this project that involved developing plans and specifications for the replacement of 7,600 lf of existing 36-, 30-, 21- and 18-inch sanitary sewer interceptor at Marine Creek. Halff monitored existing flows to develop the design flows. Phase II of the improvements will begin at the dead end of Ten Mile Bridge Road at the Marine Creek Reservoir and continue to the northwest where it will connect to Phase I of the improvements, currently under construction.

City of Grand Prairie, Tarrant Road, Grand Prairie, TX. Cultural Resources Task Lead for this project that involved paving design, grading, drainage, water and sanitary sewer relocations, and traffic control plan for approximately 900 lf of Tarrant Road at Arbor Creek. The roadway profile was adjusted to alleviate flooding in frequent storm events and required the addition of a bridge and retaining walls. The scope also included sidewalks, driveway replacement, lighting, and utility coordination.



Annie Carter

Annie is a teamwork-oriented, cultural resource management archeologist with over a decade's worth of survey and excavation experience. In addition to her knowledge of archeological research, Annie has strong leadership experience from working as crew chief on a variety of projects with multiple firms.

REPRESENTATIVE PROJECT EXPERIENCE

Lake Denham Trail PD&E, Leesburg, FL.

Construction of a 15 ft paved multi-use, non-motorized bicycle, pedestrian, equestrian trail from a trail head at 1311 West Main Street, south west along the abandoned railroad bed, across Magnolia Trail, continuing south west, then south to CR 25A, past Owens Rd and the Flat Island Preserve then south along US 27 to CR 33, then south west along CR 33 to SR 48 then along SR 48 to the Lake-Sumter County Line.

City of Austin, Urban Trails-North Walnut Creek, Austin, TX.

This project involved planning and designing services for approximately 8.2 miles of a limited access shared-use path that connects the existing Southern Walnut Creek Trail system to newly constructed portions to the west of IH 35 in Austin, Texas. This multi-use urban trail completes an active transportation loop around the City's core, which is critical to connecting a significant portion of Austin's population to area neighborhoods, community nodes and other bicycle and pedestrian facilities. A feasibility assessment was conducted of the current proposed alignment, design services, bidding services, construction management services and post-construction services.

City of Frisco, Dominion Trail Phase 2, Frisco, TX.

This project involved renovations to 1.25 miles of a neighborhood wilderness trail in Frisco, Texas. Located in the Dominion housing division, the trail was widened from 8-10 feet to 12 feet to accommodate a shared-use path and connect multiple neighborhoods together. Because the trail was located on a large floodplain, three bridge crossings, 270 feet of boardwalk, retaining walls and handrails were installed to verify safety for pedestrians and protection of the floodplain. Halff performed extensive hydraulic analysis, flood risk analysis, surveying and environmental site analysis to verify grading design and location of the trail were conducive to the floodplain.

Texas General Land Office, LRGV Pedestrian Egress Study, Weslaco, TX.

Project Archaeologist responsible for evaluating how populations in vulnerable, flood prone areas can evacuate to shelters on foot or alternative means of mobility, during a high-rainfall, flash flood, and high-tide events. Project includes the collection and assessment of land use, mobility networks, transportation infrastructure, socioeconomic data, traffic count and emergency responder data.

ROLE

Historic Preservation

LOCATION

Austin, TX

EXPERIENCE

12 Years

EDUCATION

BA, Anthropology, New
College of Florida

MS, Disaster Science &
Management



ROLE

Historic Preservation
Legal Lead

EXPERIENCE

16 Years

EDUCATION

JD, University of Florida

MS, Architectural Studies,
University of Florida

BA, History,
University of Virginia

Advanced Oral History
Summer Institut, University of
California Berkeley

Native American Studies
Graduate Certificate
(In Progress),
Montana State University

REGISTRATION

American Institute of Certified
Planners (AICP),
FL No. 31190

Florida Bar No. 50602



Adrienne Burke, AICP, ESQ

Adrienne is a certified planner and licensed attorney who brings 16 years of experience in local government and nonprofit management, budgeting, and leadership in the areas of land use planning and historic preservation. She has served as a planner and Planning Director for several local governments in Florida, including Nassau County. Her expertise is in cultural and natural resource policy, as well as land development code and comprehensive plan management. Preservation specialties include cemeteries, African American history, and resilience.

REPRESENTATIVE PROJECT EXPERIENCE.

Nassau County, American Beach Neighborhood Planning, Nassau County, FL.

Designated to the National Register of Historic Places in 2002, American Beach is a historic beach resort developed by and for African Americans in 1935 that emerged as a popular destination for vacationers during segregation. As part of Nassau County staff, experience includes leadership in facilitating strategic planning to identify strategies to protect and highlight the historic character of the community, as determined by the neighborhood in a community-driven process. Extensive community outreach around planning, zoning and historic preservation options, surveying residents, initiation of a Community Redevelopment Area, and changes to the zoning code were a part of the planning efforts. Currently serves as consultant to Nassau County to continue American Beach planning implementation efforts.

Jacksonville Downtown Investment Authority, LeVilla Cultural Heritage Trail, Jacksonville, FL.

Founded in 1866, LaVilla is the oldest urban Black community in the state and a key contributor to the country's early ragtime, blues and jazz music genres. Negatively impacted by redlining, urban renewal and facing development pressure, the LaVilla Heritage Trail and Gateway project was launched in May 2022. Community Planning Collaborative was selected to assist in implementation of the Cultural Heritage Trail plan. Community Planning Collaborative was selected to assist in implementation of the Cultural Heritage Trail plan. The Community Planning Collaborative team includes Carla Jones and Erin Kendrick to assist with storytelling, marketing, branding, and artistic vision. The project includes creation of a trail implementation strategy that will include video, public art and banners, developing the trail's physical markers, historical narrative work, and technical coordination for bidding, fabrication and installation.

Florida Chitlin' Circuit Group, Chitlin' Circuit Historic Research and Documentation Project, Various Sites, FL.

The Chitlin' Circuit was the collective name given to a series of Black-owned nightclubs and entertainment venues that were safe and acceptable for African American entertainers to perform in during segregation. As consultant to the Florida Chitlin' Circuit Group, a collective of African American Florida Main Street communities, served as the lead for a historic research and documentation project evaluating Chitlin' Circuit venues in St. Petersburg, Fort Pierce, Jacksonville, and Eatonville. The project involved extensive historic research and resulted in a completed narrative report with associated imagery and resources.



ROLE

Historical Preservation
Technical Lead

EXPERIENCE

22 Years

EDUCATION

B. Architecture,
Florida A&M University

REGISTRATION

American Institute of Certified
Planners (AICP),
FL No. 026224



Ennis Davis, AICP

Ennis brings over 22 years of experience in the preservation, cultural heritage, architectural design, real estate development and planning fields. Mr. Davis has served as a project manager, consultant and urban planner on numerous projects throughout Florida and the Southeastern United States. He currently serves as Vice-President for the Florida Trust for Historic Preservation. Mr. Davis is also the author of award-winning books *Reclaiming Jacksonville*, *Images of Modern America: Jacksonville*, and *Cohen Brothers: The Big Store*.

REPRESENTATIVE PROJECT EXPERIENCE.

Nassau County, American Beach Neighborhood Planning, Nassau County, FL. Served as part of the team on the American Beach Cultural Heritage Experience Enhancement Initiative, completed in 2021. Initiative goals included capturing the essence of the community, protecting the sense of place, honoring the rich cultural heritage of the community and authentically telling the story of American Beach through the built and natural environment. Tasks included extensive community engagement, cultural heritage planning, long-range planning, historic preservation, parks, placekeeping, resilience and transportation planning strategies. Currently serves as consultant to Nassau County to assist with Initiative implementation efforts.

Jacksonville Downtown Investment Authority, LeVilla Cultural Heritage Trail, Jacksonville, FL. Founded in 1866, LaVilla is the oldest urban Black community in the state and a key contributor to the country's early ragtime, blues and jazz music genres. Negatively impacted by redlining, urban renewal and facing development pressure, the LaVilla Heritage Trail and Gateway project was launched in May 2022. Community Planning Collaborative was selected to assist in implementation of the Cultural Heritage Trail plan. Community Planning Collaborative was selected to assist in implementation of the Cultural Heritage Trail plan. The Community Planning Collaborative team includes Carla Jones and Erin Kendrick to assist with storytelling, marketing, branding, and artistic vision. The project includes creation of a trail implementation strategy that will include video, public art and banners, developing the trail's physical markers, historical narrative work, and technical coordination for bidding, fabrication and installation.

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**ROLE**

Historical Preservation

EXPERIENCE

29 Years

EDUCATIONB. Architecture,
Florida A&M University**Kathleen Kauffman**

Kathleen has extensive experience in tax credit applications, grant writing, cultural resource surveys, designations, and National Register nominations. They meet the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. Their clients include the Miami-Dade Expressway Authority, Treasure Coast Regional Planning Council, Fort Partners Development Firm, Barry University, Miami-Dade County Parks and Recreation, the City of Lake Worth, and the City of Delray Beach.

REPRESENTATIVE PROJECT EXPERIENCE.**Historic Preservation Chief**

- Miami-Dade County | 2008-2017

Historic Preservation Officer

- City of Miami | 2005-2008

Executive Director

- Florida Trust for Historic Preservation, Tallahassee, FL | 2003-2005

Historic Preservation Officer/Urban Designer

- City of Fort Pierce, FL | 2000-2003

Historic Preservation Officer/Assistant Town Manager

- Town of Lake Park, FL | 1999-2000

Historic Sites Specialist

- FL Department of State, Bureau of Historic Preservation | 1997-1999



ROLE

Community Development &
Redevelopment

EXPERIENCE

25 Years

EDUCATION

BA, Landscape Architecture,
Kansas State University

REGISTRATION

Professional Landscape Architect -
Florida No. LA6666755

CERTIFICATIONS

LEED AP Building
Design+Construction

Joe Loretta, PLA, LEED®AP BD+C

Joe Loretta has 24 years of experience in the field of expert witness/litigation support services. His current position is the operations manager for the Jacksonville Office of Halff. Joe's primary responsibilities include internal project management, land planning, regulatory and engineering analysis and cure determination. His team is known for high quality graphics and work product which assists the attorney and appraiser during mitigation and trial. Joe has been deposed and has testified in court and has vast experience with public and private sector clients. He has managed the right-of-way services for more than 300 public sector parcels and has been involved with more than 30 other private sector eminent domain acquisitions.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Lead designer and landscape architect on the 30% design plans for the 2.5-mile Hogans Creek restoration, recreation plan, and trail master plan. The project includes a natural restoration of Hogans Creek, utilizing multiple natural vegetated design cross-sections within the overall corridor. The plan will include a trail master plan for Hogans Creek, associated with the 30-mile segment of the Emerald Trail.

Adaptation Action Area Working Group, Jacksonville, FL.

Served as a mayoral appointed member on the City of Jacksonville's Adaptation Action Area (AAA) Working Group. The purpose of designating an AAA was to prioritize funding and resources for infrastructure needs and adaptation planning.

Cascades Trail & Park, Tallahassee, FL.

Design Landscape Architect involved in the planning and design of the Capital Cascades Trail and Park. Responsibilities included community involvement, trail master planning, conceptual through detail design plans for hardscape and landscape areas throughout the park. The Capital Cascades Trail Master Plan addressed a comprehensive program for new passive recreation development and extensive stormwater management facilities in a 5.2-mile corridor through downtown Tallahassee's Southeast quadrant.

City of Jacksonville, Design Build Parks, Jacksonville, FL.

Served as the primary park designer and landscape architect for 4 park projects in the City of Jacksonville, including Pickwick Park, Ivey Road Park, Archie Dickenson Park, and Earl Johnson Park. Led community visioning charrettes through construction documentation. Currently the project manager over the landscape architecture and hardscape design for three COJ Design Build Parks that are currently ongoing. These include the Downtown Jacksonville Musical Park, an update to the St. Johns Park which surrounds the redevelopment of Friendship Fountain, and Freedom Park. There are significant stormwater and resiliency components to each of these City park projects.

**ROLE**

Recreation Master
Planning Lead

EXPERIENCE

17 Years

EDUCATION

BS, Landscape Architecture,
Ohio State University

REGISTRATION

Registered Landscape
Architect, Florida No. 6667408

Laura Duplain, PLA

With more than 17 years of experience in the landscape architecture industry, Laura has managed numerous continuing service contracts for local municipalities across Florida. Serving as a Project Manager, she has led projects diverse sizes and types, including streetscape enhancements, park revitalization efforts, residential communities, and commercial projects.

REPRESENTATIVE PROJECT EXPERIENCE

Navarre Park, Santa Rosa County, FL.

Landscape Architect for the two-acre park along the Santa Rosa Sound, reprogramming it to include seating, a kayak launch, playground, splash pad, picnic shelters, trellis swings, walking paths, and updated ADA access. In addition to creating a multi-use space for festivals and farmer markets. Project involved enhanced landscape design, designing gateway signage, preservation of historic signage and memorials, and assisting with decorative pavement treatment and site furnishings.

Benny Russell Park, Santa Rosa County, FL.

Landscape Architect responsible for overseeing and helping prepare and provide permitting plans, illustrative graphics, irrigation plans, and enhanced landscape design. This project involved the expansion of the 30-acre existing park to provide a world-class recreational experience. The park master plan was divided into four phases encompassing additional parking, restroom facility, picnic pavilions, site furnishings, multi-purpose sport fields, fitness zone, play area, interactive splash pad, and a multi-use trail weaving through the expansive tree preservation area.

SR 30 (US 98) from SR 61 to St. Mark's Trail Landscaping, FDOT District 3, Wakulla County, FL.

Provided landscape improvements along a recently constructed multi-use trail beginning at Wakulla High School extending east approximately 12 miles terminating into the historic St. Mark's Trail. Trail crossed through forested rural areas, in front of businesses, residences, a boat launch, and crossed US 98 at multiple locations. Landscape design focused on providing safety for the users by utilizing selective clearing to not only remove nuisance and exotic species from the site but to improve visibility and therefore increase safety for the users. Safety was also considered at trail crossings as plantings were used to alert users of potential pedestrian/vehicular conflicts. Fall color and wildflower areas along the trail to visual interest. Project involvement included landscape design, preparation of construction documents and submittal packages as well as monitoring project schedule and budget and incorporating concerns of client and other stake holders.

Paradise Blvd Streetscape Improvements, Treasure Island, FL.

Paradise Blvd has experienced recurring storm and tidal flooding, prompting the City to seek a resilient plant palette based on residential input. Laura, as project manager, has closely collaborated with the City to develop a plant palette and create two conceptual designs for gathering residential feedback via in person public meetings. These designs prioritizes FDOT safety criteria and address resident and maintenance safety concerns.



Dave Muntean, Jr., PE

Dave is experienced in transportation engineering, planning, and project management experience with particular emphasis on traffic operations analyses, crash analysis, intersection and roadway safety improvements, corridor studies, DRI/traffic impact studies and review, origin-destination studies, ITS Project Management, expert testimony, and numerous data collection studies. He has managed multidisciplinary teams on major and minor infrastructure projects and led workshop sessions with governmental agencies regarding roadway, data collection, analyses, and safety recommendations.

ROLE

Recreation Master Planning

EXPERIENCE

39 Years

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer,
FL No. 43368

REPRESENTATIVE PROJECT EXPERIENCE

Capital Region Transportation Planning Agency (CRTPA), Congestion Management Plan Update, Tallahassee, FL.

Senior Traffic Engineer for evaluating safety issues with an emphasis on fatalities and serious injury crashes for the region's top 10 rural and top 10 urban worst roadway segments as well as the top 10 worst intersections. Crash data were analyzed and potential countermeasures/solutions likely to resolve problem crash types were identified for each location. Various elements of safety were involved, including, but not limited to, access management, signal operations, pedestrians, high speeds, roadway geometry, roadway maintenance, sight distances, and failure to obey traffic control.

Blueprint Intergovernmental Agency, Airport Gateway LOA 2 Traffic Study, Tallahassee, FL.

Senior Transportation Engineer responsible for evaluating transportation safety improvements on rural and urban facilities for 24 intersections over seven miles within City of Tallahassee and Leon County between the Tallahassee International Airport and the Downtown Tallahassee area. Dave directed turn movement count (TMC) data, then observed on-site intersection operations, reviewed existing intersection Synchro traffic models entered into the traffic controllers by the City, then conducted intersection LOS analyses for AM and PM traffic conditions to evaluate conceptual operational and physical intersection design alternative improvements. Other tasks also included researching other available traffic data, related design services, and report documentation.

City of Groveland, Groveland Professional Engineering Services, Groveland, FL.

Halff has been providing continuing services to the City of Groveland since 2017. Dave's involvement focuses on conducting miscellaneous transportation/traffic-related peer review services on an as-needed basis for submitted traffic impacts studies, access management studies/permits, safety studies, roadway/intersection studies, traffic signal design plans, and methodology reports. Related services also include meetings with relevant parties to the project, documentation, research, transportation/traffic analyses, status reports and summaries, client coordination, and project management.

**ROLE**

Grant Funding
Strategy Lead

LOCATION

Jacksonville, FL

EXPERIENCE

33 Years

EDUCATION

BA, Political Science,
Stetson University

REGISTRATION

Grant Professional Certified,
Grant Professional
Certification Institute

Lisa King, GPC

Lisa has more than 33 years of experience in providing grant writing and grant administration consulting services to local governments in Florida. She is specialized in projects related to the life cycle of water, transportation, and resilience including emergency management and mitigation. **Lisa has successfully obtained over \$300 million in grants to Florida local governments.**

REPRESENTATIVE PROJECT EXPERIENCE

Pasco County Grant Consulting Services, Pasco County, FL.

Lisa has been providing comprehensive grant writing services since 2019. Funding Resource Strategy development. Highlights of successful projects include: Multiple applications for HMGP stormwater and drainage projects. CDBG-MIT and BRIC applications for critical facility hardening. Technical assistance on HLMP. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding. (Dollar value of project: various).

City of Panama City Grant Consulting Services, Panama City, FL.

Lisa has been providing comprehensive grant writing services since 1992. Funding Resource Strategy development. Highlights of successful projects include: Resilient Florida Vulnerability Assessment, Environmental land acquisition of three parks (Oaks by the Bay, Venetia Sunset and Sweetbay Wetlands Preserve) Multiple park development projects through FRDAP, CPI and LWCF programs. Restoration of historic properties such as the McKenzie House and Panama City Publishing Company, Multiple planning efforts funded through CPI and DEO's CPTA. Technical assistance on BRIC, CDBG-DR and CDBG-MIT. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding. (Dollar value of project: various).

Seminole County Grant Consulting Services, Seminole County, FL.

Lisa has been providing comprehensive grant writing services since 2014. Funding Resource Strategy development. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma for drainage and stormwater projects. Applications for CDBG-MIT and BRIC. Pending applications for Resilient Florida Planning and Implementation and HMGP-COVID. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding. (Dollar value of project: various).

City of Arcadia Grant Consulting Services, Arcadia, FL.

Lisa has been providing comprehensive grant writing services since 2017. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma. Applications for CDBG-MIT Stormwater. Multiple successful Historic Preservation grant projects for building restoration planning and implementation. 1926 City Hall, vacant for 15 years being restored with grant funding. Pending application for FDEP Wastewater grant for WWTP replacement. (Dollar value of project: various).

MULTIMODAL TRANSPORTATION PLANNING AND ANALYSIS

Tav-Lee Trail PD&E

City of Leesburg | Leesburg, FL



The Tav-Lee Trail begins at Canal Street and follows a route that is adjacent to US 441 on the north side, until it reaches Bentley Road just past Herlong Park. The Tav-Lee Trail Phase is generally divided into two sections for the purpose of this study. Section 1 begins at the intersection of US 441 with Canal Street at Station 0+00 and ends at CR44/Sleepy Hollow Road at Station 145+00. Section 2 begins at CR 44/Sleepy Hollow Road (Station 145+00) and ends at the end of the project near Lakes Boulevard (Station 350+50).

The purpose of this study is to provide all tasks necessary to obtain Federal Highway Administration (FHWA) approval under the National Environmental Policy Act for Tav-Lee Trail. Halff will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the location and design concept of the project in accordance with FDOT policy, procedures, and requirements.

Halff will review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase. Halff will also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies to adequately address potential resources of concern to this project.

Client Name: City of Leesburg

Contact Information:

Cliff Kelsey
cliff.kelsey@leesburgflorida.gov
352.435.9442

Project Name: Tav-Lee Trail
PD&E

Project Location: Leesburg, FL

FDOT US-19 Connected Vehicle and SPaT Support

FDOT Central Office | Tallahassee, FL

This project involves providing Connected and Automated Vehicle (CAV) support, specifically including Signal Phase and Timing (SPaT) data, to the Florida Department of Transportation (FDOT). The ongoing effort aims to deploy a Connected Vehicle Traffic Signal System to broadcast SPaT and MAP data at 23 signalized intersections along US 19, from Beckett Way to Ulmerton Road, and at two intersections within the Traffic Engineering Research Laboratory (TERL) campus in Tallahassee, FL.

Client Name: FDOT Central Office

Contact Information:

Alex Brum
abrum@hntb.com
850.878.9777

Project Name: FDOT US-19
Connected Vehicle and SPaT
Support

Project Location: Tallahassee, FL

Pearland Multi-Modal Master Plan

City of Pearland | Pearland, TX



Client Name: City of Pearland

Contact Information:

Jameson Appel
jappel@pearlandtx.gov
281.652.1757

Project Name: Pearland Multi-
Modal Master Plan

Project Location: Pearland, TX

Halff formulated a multi-phased active transportation plan to provide safe and connected access from points of origin (neighborhoods and subdivisions) to critical destinations (schools, parks, commercial/retail centers). Pedestrian facilities were planned for over 25 principal thoroughfares to link together the City's key activity centers and consisted of a network of 10-foot wide and eight-foot-wide sidewalks and 10-foot wide off-street recreational trails.

Halff professionals facilitated public engagement, analyzed existing conditions, as well as the City's thoroughfare and pedestrian facility standards and regulations, and formulated an active transportation plan consisting of several miles of sidewalks (10 feet wide and 8 feet wide) and off-street recreational trails.

Specific services Halff provided included facilitating a robust public engagement program; origin/destination analysis; corridor analysis; neighborhood analysis; regulatory analysis; connectivity analysis; pedestrian and bicycle level of service (PLOS) analysis for existing sidewalks and trails; and formulation of a multi-phased conceptual development plan; complete with an order of magnitude costs.

Regional Fiber Optic Network/ITS Plans

FDOT District 3 | FDOT District 3



Halff completed the design of a \$24 million fiber-optic network and ITS project along Interstate 10 and Highway 231 in north Florida. Designed as the largest rural ITS deployment in the United States at the time of its construction, this project expanded the ITS communication network from the Pensacola Freeway Management System to the Tallahassee Freeway Management System.

The scope of work included the design and installation of 223 miles of fiber optic, 189 cameras, eight highway advisory radio (HAR) stations, three roadway weather information stations (RWIS), 40 travel time systems (TTS), 19 dynamic message signs (DMS) and 141 microwave vehicle detection systems (MVDS) sensor deployment. Halff also completed the design for the construction of a new Regional Transportation Management Center (RTMC) with a new video wall, and provided construction plans and construction project management for the project.

This system provides FDOT real-time traffic information throughout the project limits to effectively manage incident response. Vehicle detection systems were designed to send alerts to the RTMC when traffic flow dropped below a threshold. The decrease in flow indicates an incident, such as debris on the highway or traffic collisions, which can be verified by CCTV cameras prior to dispatching the appropriate agency to assist in mitigating the conflict. Dynamic message signs and highway advisory radio are used to alert drivers of public safety and travel advisory information.

Client Name: FDOT District 3

Contact Information:

Amy DiRusso
Amy.Dirusso@DOT.State.FL.US
850.330.1241

Project Name: Regional Fiber Optic Network/ITS Plans

Project Location: FDOT District 3

FAMU Way Planning & Design

City of Tallahassee | Tallahassee, FL



Halff completed traffic analyses, transportation planning, and roadway design for the FAMU Way Corridor which runs between the campuses of FAMU and FSU. The traffic analyses identified the anticipated operation and intersection needs along the corridor and included utilizing the CRTPA 2035 traffic model and projecting future traffic volumes. The transportation planning included recommendations such as turn lanes, vehicle storage requirements, intersection and throughlane segment configurations, and other operations and safety enhancements. Following the completion of the traffic studies and planning, Halff participated on the design team with City of Tallahassee staff to provide roadway design, signalization design, permitting, and stormwater design for the three phases of construction.

Client Name: City of Tallahassee

Contact Information:

Eric Houge
eric.houge@talgov.com
850.891.2858

Project Name: FAMU Way
Planning and Design

Project Location:
Tallahassee, FL

AWARDS: FAMU Way (Phase I-Phase III) Civil Engineer + Structural Magazine - Yearbook of Engineering Achievement and Summit Award; FAMU Way (Phase I-Phase III) 2022 Project of the Year (Transportation More Than \$25 Million Category); Florida Chapter of the American Public Works Association (APWA); 2021 American Council of Engineering Companies Florida Engineering Excellence Gold - Transportation; 2018 FAMU Way Phase 2 Roadway Improvements & Capital Cascades Trail Segment 3d-A, Project of the Year (Multifunction Category, Greater than \$5 million), Big Bend Chapter of the American Public Works Association (APWA); 2016 APWA Big Bend Chapter Project of the Year Award, Multi-Function Category.

ECONOMIC ANALYSIS

Pinellas County (and Municipalities) Housing Market Assessment

Housing Finance Authority of Pinellas County | Pinellas County, FL

Pinellas County Housing Market Study



Prepared for:
Housing Finance Authority of Pinellas County

Client Name: Housing Finance Authority of Pinellas County

Contact Information: Unknown

Project Name: Pinellas County (and Municipalities) Housing Market Assessment

Project Location: Pinellas County, FL

**STRATEGIC PLANNING
GROUP INC. (SPG)**

Pinellas County is Florida's most densely populated County. SPG prepared a comprehensive market grade and affordable/workforce housing assessment of the County and its 24 municipalities.

The study was organized into ten sections:

- Executive Summary
- Regional (MSA) Overview
- Pinellas County Municipal Housing Market Overview
- Pinellas County Residential
- Ownership Housing Supply and Demand
- Pinellas County Residential Rental Supply and Demand
- Pinellas County Market Conditions
- Pinellas County Needs Assessment
- Sustainability Factors
- Best Practices

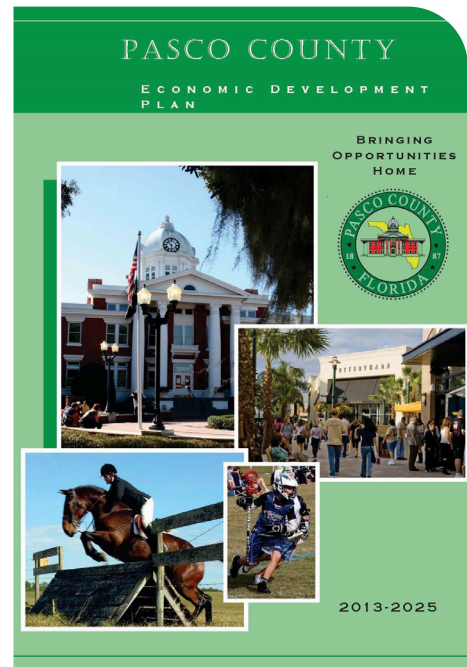
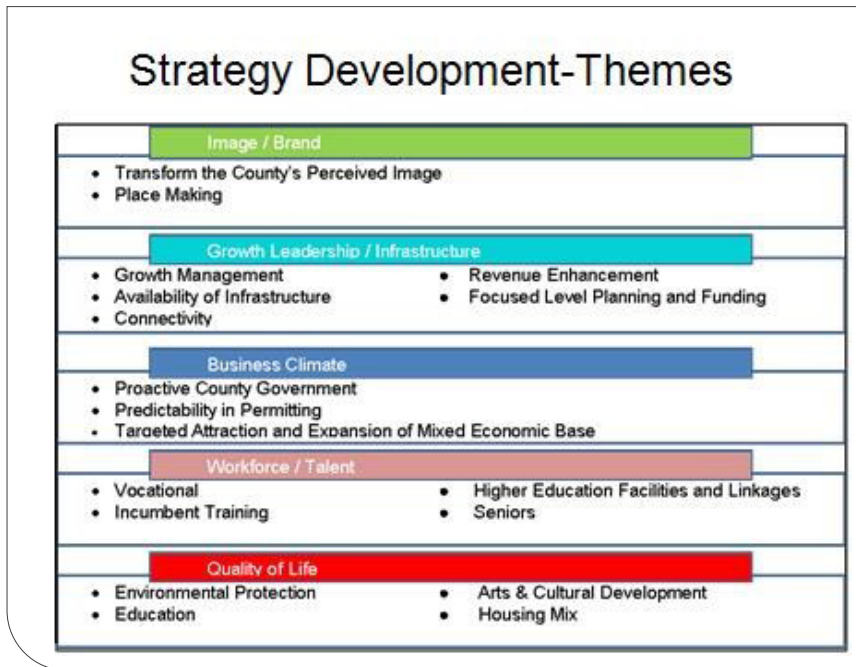
Recommendations: The County is experiencing countywide housing affordability problems that are expected to increase over the decade. SPG recommends that the Housing Finance Authority focuses its existing resources in saving and renovating existing rental housing, especially existing affordable multifamily rentals. Given the current depressed housing market, the Authority may wish to consider land banking existing affordable units, either for inventory, or to aggregate land for the purpose of development of affordable/workforce multifamily housing.

SPG recommends that the Authority take a major role and voice in working with other agencies to develop a holistic housing strategy to increase the overall density of housing, thereby, increasing the County's housing inventory, especially for affordable/workforce households. loss and a declining economy.

While the County has a large percentage of older housing, SPG recommends that programs involving rehabilitation and modernization be required to have a return on investment analysis to determine if the rehabilitation/modernization makes economic sense. Lastly, investments for modernization and/or new construction should focus on multifamily units, particularly in the 2-8 unit range, which will also assist in increasing overall density and inventory within the County. Because of stricter mortgage credit criteria, SPG recommends that the Authority continue its programs to educate perspective buyers as to how to build and maintain credit, but should limit providing direct financial assistance, as limited resources are better utilized on affordable/workforce rental housing. Given the age of County residents, age assistant housing (rental) should continue to be a major focus of Authority resources along with programs aimed at persons with special needs for which demand exceeds the capacity of the private sector market in meeting the housing needs of this population group.

Pasco County Strategic Economic Development Plan

Pasco County | Pasco County, FL



STRATEGIC PLANNING GROUP INC. (SPG)



SPG

Pasco County, with a population of 475,000, is part of the Tampa, St. Petersburg, Clearwater MSA.

The County had competing political opinions as to growth and economic development which resulted in a ULI lead assessment of the County. The ULI report called for major changes in how the County should implement and management is development efforts which in turn led SPG to be retained to develop the County's first complete Strategic Plan. The SEDP included not only County-wide Goals, Objectives and Actions but also divided the County into five (4) market areas with separate Goals, Objectives, and Strategic Actions for each of the Market Areas. The SEDP included numerous workshops and throughout the County as well as developing Countywide and Market Area Profiles, SWOT Analyses and a final Implementation Plan. The planning effort was used to assist the County in passing its Penny for Pasco ordinance.

Client Name: Pasco County

Contact Information: Unknown

Project Name: Pasco County Strategic Economic Development Plan

Project Location: Pasco County, FL

City Ormond Beach | Ormond Beach, FL

WELCOME TO ORMOND BEACH

Security First Insurance
insuring what matters

HULL POINT Business Park
1230

Ormond Business Park

OAK POINTE BUSINESS PARK

Major Business Parks in major employment centers

- Manufacturing
- Specialty/Technical Services
- Distribution/Warehouse
- Offices in the park
- 1,000+ employees

CAC
Central Atlantic Council

ORMOND BUSINESS CENTER

CITY OF ORMOND BEACH
2023 – 2027 ECONOMIC DEVELOPMENT STRATEGIC PLAN

APRIL 2023



SPG

Client Name: City of Ormond
Beach

Contact Information: Brian
Rademacher, CEcD
Director of Economic Development

Project Name: Ormond Beach
Economic Development Strategic
Plan

Project Location: Ormond Beach, FL

Tarpon Springs Economic Repositioning Program

City of Tarpon Springs | Tarpon Springs, FL

Tarpon Springs Economic Repositioning Program



Prepared For
City of Tarpon Springs

Client Name: City of Tarpon Springs

Contact Information: Unknown

Project Name: Tarpon Springs Economic Repositioning Program

Project Location: Tarpon Springs, FL

STRATEGIC PLANNING GROUP INC. (SPG)



SPG

SPG/RMPK Group prepared the redevelopment plan for downtown Tarpon Springs. SPG was responsible for developing an economic repositioning strategy as part of the overall redevelopment planning effort. Other efforts included public participation/and meetings.

COMMUNICATIONS AND PUBLIC INVOLVEMENT

Resilient Pasco Project

Pasco County | Pasco County, FL



Halff continues to support Pasco County with the development of the Resilient Pasco Project, anticipated to be completed in Spring 2025. The project is a first-of-its-kind initiative for Pasco County that aims to develop a comprehensive resilience and sustainability strategy. The project's scope of work has included developing a risk and vulnerability assessment, living shorelines plan, and resilience and sustainability action plan.

Halff developed a living shorelines plan by evaluating the conditions of three coastal parks and developing construction plans to inform implementation. The plan also included extensive guidelines for informing the planning and implementation of living shorelines across both coastal and riverine areas of the county.

In June 2024, Halff facilitated eight workshops across Pasco County, including four public engagement workshops and four internal stakeholder engagement workshops comprised of government staff and private industry representatives.

Halff is currently in the final phase of the project, where a resilience and sustainability action plan comprised of 40 goals is currently being developed to guide implementation objectives over the next decade and beyond.

Client Name: Pasco County

Contact Information:

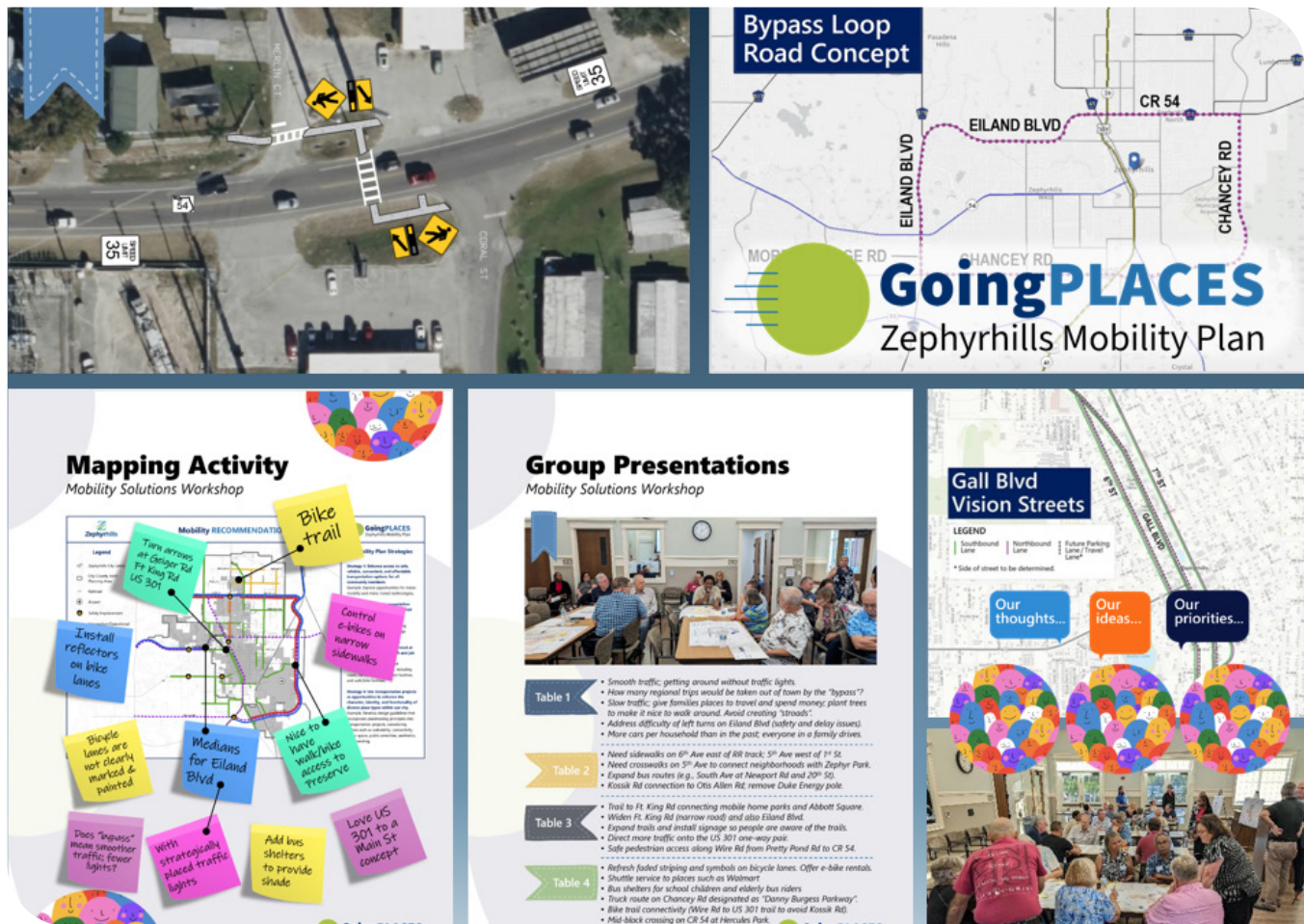
Amandla Hill
ahill@pascocountyfl.net
727.847.8140 x7319

Project Name: Resilient Pasco Project

Project Location: Pasco County, FL

Zephyrhills Mobility Plan

City of Zephyrhills | City of Zephyrhills, FL



VRANA CONSULTING, INC



Vrana Consulting is involved in planning and engagement for this project, which includes multimodal strategies to move people and goods safely and efficiently throughout the greater Zephyrhills areas

over the next 10 years. The plan identifies current and future-year traffic circulation needs in consideration of economic development, population growth, and neighborhood livability.

The plan aims to enhance safety, comfort, and function for all travel modes within key corridors; leverage agency partnerships to identify solutions that accommodate travel demand; and identify projects and policy amendments based on needs assessment, prior planning, and community input.

Tammy Vrana helped the City secure the \$75,000 grant funding for this project.

All grant deadlines have been met and the project is on budget.

Client Name: City of Zephyrhills

Contact Information:

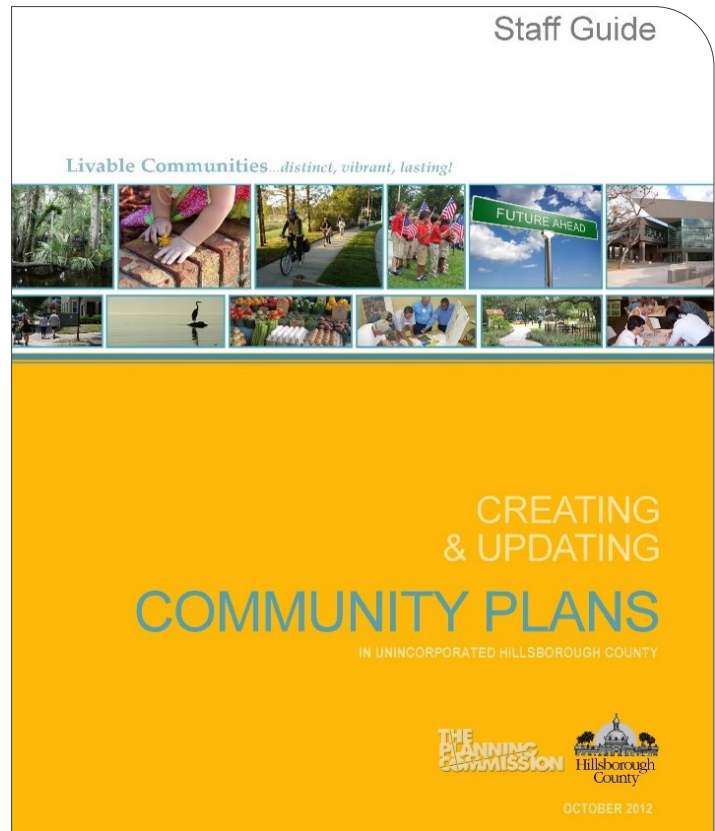
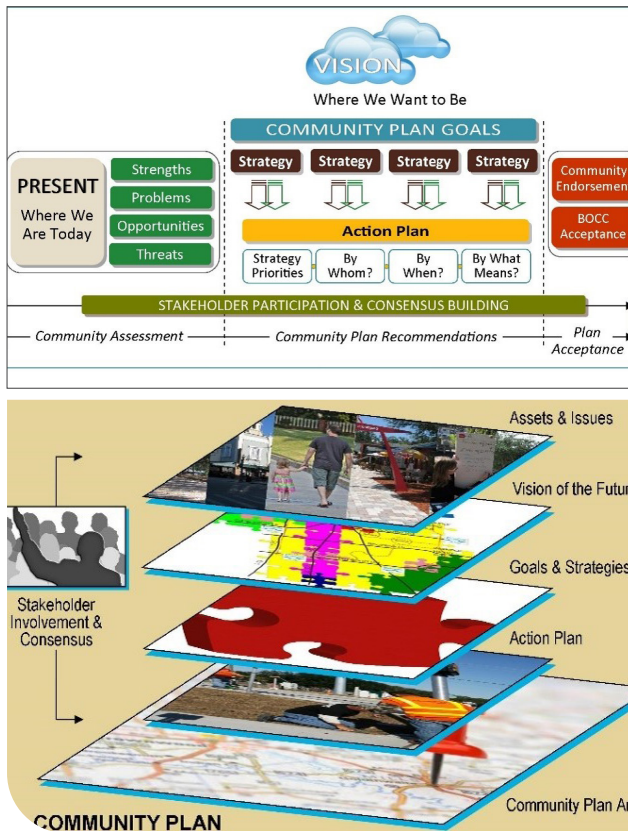
Todd Vande Berg
tvandeberg@ci.zephyrhills.fl.us
813.780.0010

Project Name: Zephyrhills Mobility Plan

Project Location: City of Zephyrhills, FL

Guide to Creating & Updating Community Plans

Hillsborough County | Hillsborough County, FL



VRANA CONSULTING, INC



The Hillsborough County City-County Planning Commission and Hillsborough County Development Services Department collaborated on standardizing the process for creating new community plans and updating existing ones. The effort resulted in an award-winning best practices guide.

The process included a review of plans and processes created under the County's decade-long community planning program, research of best practices in community planning across the U.S., and key person interviews. Three community meetings were held, and two opinion surveys were distributed to learn about stakeholder preferences and insights.

Each new or updated plan will have an action plan that prioritizes strategies and assigns responsibilities and timeframes for plan implementation. These plans will also establish a basis for measuring progress over the plan period.

Client Name: Hillsborough County

Contact Information:

Lisa Silva, AICP, RLA
silval@plancom.org
813.625.6600

Project Name: Guide to Creating & Updating Community Plans

Project Location: Hillsborough County, FL

Resilient Pinellas Action Plan

Pinellas County | Pinellas County, FL



Client Name: Pinellas County

Contact Information: Hank Hodde, CFM, ENV SP
hhodde@co.pinellas.fl.us
727.464.3485

Project Name: Resilient Pinellas Action Plan

Project Location: Pinellas County, FL

VRANA CONSULTING, INC



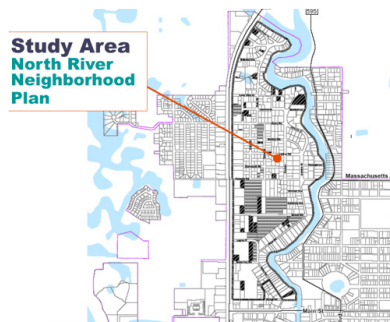
Pinellas County developed its first comprehensive sustainability and resiliency action plan, setting a foundation for all County policies and initiatives. Along with environmental considerations, the action plan

prioritizes the economic and social case for environmental stewardship, community resiliency, hazard mitigation, and climate change adaptation, including cost savings and economic opportunity, and social equity.

Vrana Consulting led the external stakeholder engagement tasks including preparation of the engagement strategy and community opinion survey, performing community outreach to diverse populations and geographic communities, and establishing a Sustainability and Resiliency Advisory Committee for plan development and implementation.

Comprehensive Plan Evaluation & Update & As-Needed Planning Services

City of New Port Richey | New Port Richey, FL



VRANA CONSULTING, INC



Work on the city's Evaluation and Appraisal Report and Comprehensive Plan update was initiated with a community visioning workshop. Workshop exercises explored growth and development issues and opportunities

and captured local preferences for future (re)development and urban design.

The workshop featured a visual preference survey (a series of images grouped by place-making element types and rated by workshop participants using a rating scale). Participants answered questions (What to preserve? What to improve? What to attract?) to guide development of sustainable neighborhoods and districts in the community. The input provided context for evaluation the city's land use and development policies and the foundation for a new Livable City Element and other major updates to the plan.

Vrana Consulting also provided as-needed planning services to the City. Tasks have included a neighborhood plan for one of the City's 19 delineated neighborhoods, Water Supply Facilities Work Plans (2), and a Future Land Use Map amendment solving for a development modification request in the CRA district and Coastal High Hazard Area.

Client Name: City of New Port Richey

Contact Information: Debbie Manns
mannsd@cityofnewportrichey.org
727.853.1021

Project Name: Comprehensive Plan Evaluation & Update & As-Needed Planning Services

Project Location: New Port Richey, FL

URBAN DESIGN

Cascades Park

Blueprint Intergovernmental Agency | Tallahassee, FL



The Capital Cascades Trail Master Plan addressed a comprehensive program for new passive recreation development and extensive stormwater management facilities in a 5.2-mile corridor through downtown Tallahassee's Southeast quadrant. Cascades Park, the centerpiece of this new green urban corridor, lies on a former EPA Superfund site and is a model for reuse of an abandoned industrial site for recreational uses and stormwater management.

Stormwater Management & Stream Restoration - The 25-acre Cascades Park is essentially a "floodable" park. The park is designed around the overarching stormwater retrofit master plan, providing much needed flood relief for this low-lying section of the Florida's Capital city.

Landscape Design - The landscape design was planned to define and enhance the network of outdoor use areas throughout the site. Landscaping, lighting, and emergency call stations are integrated throughout to verify safety for all.

Park Amenities - A 1,546-seat amphitheater, the Cascade Fountain waterfall; Signature bridges; Smokey Hollow (historic community) Commemoration; Korean War Memorial; Meridian Plaza; Discovery and Adventure Garden; an interactive fountain and water play area; 2.3 miles of trails; plus, many other park amenities.

Client Name:

Blueprint Intergovernmental Agency

Contact Information:

Wayne Tedder, AICP
wayne.tedder@talgov.com
850.891.8328

Project Name: Cascades Park

Project Location:

Tallahassee, FL

Hogans Creek Stream Restoration and Trail Design

Groundwork Jacksonville, Inc. | Jacksonville, FL



GWJax contracted Halff to design the Hogans Creek stream restoration and trail project. Hogans Creek is a 2.6-mile tidal and freshwater creek that begins in the City of Jacksonville's Brentwood neighborhood, north of University of Florida's Health campus, and flows south through Springfield, the Cathedral District, and historical Eastside before discharging into the St. Johns River near the Shipyards. The restoration of Hogans Creek into a more natural waterway is a crucial part of GWJax's vision of a 30-mile Emerald Trail system of parks, trails, and waterways reconnecting historic neighborhoods in the heart of the city. Project goals include flood reduction, water quality improvements, creation of fish and wildlife habitat, safe access to the creek, and enhanced recreation features, all under the umbrella of resilience.

Project tasks include community engagement; survey and right-of-way services; site planning; surface and subsurface utility coordination and relocation; geotechnical and environmental assessment; hydraulic modeling (including future flooding and compound riverine and coastal flood effects); stream monitoring and stream morphology; removal of sections channelized creek; channel improvements through Jacksonville Electric Authority's water treatment plant site; tree mitigation; structural design of five vehicular roads and various pedestrian crossings; soil contamination assessment; stormwater best management practices; living shoreline design; and appraisal services. Halff will develop final drawings and technical specifications for construction and will support the client's permitting efforts.

Through coordination of a multidisciplinary team and extensive community and stakeholder outreach, Halff's stream restoration design will result in a more natural creek, provide safe access to the creek, and create neighborhood connections. Project tasks include stream restoration, hydraulic modeling, alternatives analysis, trail planning and design, environmental assessment, surveying, and outreach support.

Client Name:

Groundwork Jacksonville, Inc.

Contact Information:

Kay Ehas

kay@groundworkjacksonville.org

904.401.0453

Project Name:

Hogans Creek Stream Restoration and Trail Design

Project Location:

Jacksonville, FL

St. Johns River Park and Friendship Fountain

City of Jacksonville | Jacksonville, FL



St. Johns River Park is located on the Southbank waterfront between the Main Street and Acosta bridges and home to Friendship Fountain. Halff is the lead landscape architect taking this project through a major transformation build around the theme of "Exploring the St. Johns River." The design includes Bartram Garden, a Timucuan Indian Themed Concession Area, a Jean Ribault Themed Playground with large ship, wedding garden, restrooms, sunnken deck garden,, shade structures, seating areas, Riverwalk Connections, and connected lightng and sound with the fountain itself.

Themed \$1.2 million playground, splash pad, restroom and concession building, picnic areas, seating areas, refined trellis shade structure, wedding venues, and updated overall hardscape design and appearance to the park.

Client Name: City of Jacksonville

Contact Information:

Jill Enz, PLA, ASLA
jenz@coj.net
904.255.7941

Project Name:

St. John River Park and friendship Fountain

Project Location:

Jacksonville, FL



Jacksonville Heritage Music Garden

City of Jacksonville | Jacksonville, FL



Halff provided professional services for this proposed City of Jacksonville musical themed park on the waterfront of the St. John's River. This project involved the design of the hardscape, landscape, irrigation, lighting, and audio & visual elements. The hardscape design included unique paving patterns and materials in the shape of musical notes, shade structures, seating, seatwalls, synthetic lawn area, sculptures, active musical elements, railings, stairs, and ramps. The landscape design comprised of both formal and informal gardens. The formal gardens were large parterre garden that radiated from the Times Union building columns. The informal gardens were large flowing swaths of ornamental grasses with groupings of palm trees. The lighting included both overhead lighting and bollard lighting, along with special RGB lighting effects. The audio and visual elements involved sound for video to be shown on the large white face of the CSX building. The musical park also included multiple themed areas to be designed that taught individual park goers' knowledge about different musical items.

Client Name: City of Jacksonville

Contact Information:

Jill Enz, PLA, ASLA
jenz@coj.net
904.255.7941

Project Name: Jacksonville
Heritage Music Garden

Project Location: Jacksonville, FL

Cascades Form-Based Development

North American Properties | Tallahassee, FL



Halff has provided planning and civil engineering services for the complex mixed use development throughout the life of the project. According to the Downtown Plan, Cascades Park is identified as the most significant environmental and recreational asset in the downtown redevelopment area. Adjacent to Cascades Park, the Cascades Development will be the preeminent development in downtown Tallahassee. Designed on two parcels located in the elbow of the Park, the development includes residential units, commercial use including retail and restaurant uses, office use, a hotel and accessory use for the existing amphitheater located at the southeast corner of the site.

Client Name: North American
Properties

Contact Information:

Shawn McIntyre
shawn.mcintyre@naproperties.com
239.850.3764

Project Name: Cascades Form-
Based Development

Project Location: Tallahassee, FL

The site layout is designed to meet the vision of the City of a viable, mixed use development that attracts residents as well as providing employment, retail and entertainment opportunities. The plan includes a historical plaza to honor the significant history which has taken place in Tallahassee, as well as a public plaza which serves as a meeting and gathering point for all members of the public. The western property contains the Old Leon County Health Department, also referred to as the Work Progress Administration (WPA) Bloxham Building. This building was rehabilitated allowing for active use while celebrating the Art Modern architecture.

LAND USE AND REDEVELOPMENT

Cigar Factory PD Rezoning

Black Orchid & Co., LLC | Tampa, FL

Source: Tampa Bay Times



This project involves the adaptive reuse of an existing building located at the southwest corner of 18th Street and 17th Avenue (folio 187487.0000), with the goal of converting the first floor into retail space and the second floor into five residential units. To support this development, the adjacent site at the southeast corner of 18th Street and 17th Avenue (folio 187483.0000) is proposed for overflow parking.

The property currently falls under a Future Land Use category of Residential 20, which permits adaptive reuse to encourage the preservation of historic structures without requiring a comprehensive land use plan amendment, per Policy 5.1.7. However, the site is presently zoned Residential Single Family (RS-50). To facilitate the planned refurbishment, a rezoning to Planned Development (PD) is necessary.

Halff is responsible for preparing and submitting the rezoning application, including a comprehensive planning report with supporting graphics to justify the rezoning. Halff is also monitoring the review process and presenting the petition to the City of Tampa City Council. Additionally, Halff is conducting an arborist evaluation to identify any potential "Grand Tree" on the site.

Client Name: Black Orchid & Co., LLC

Contact Information:

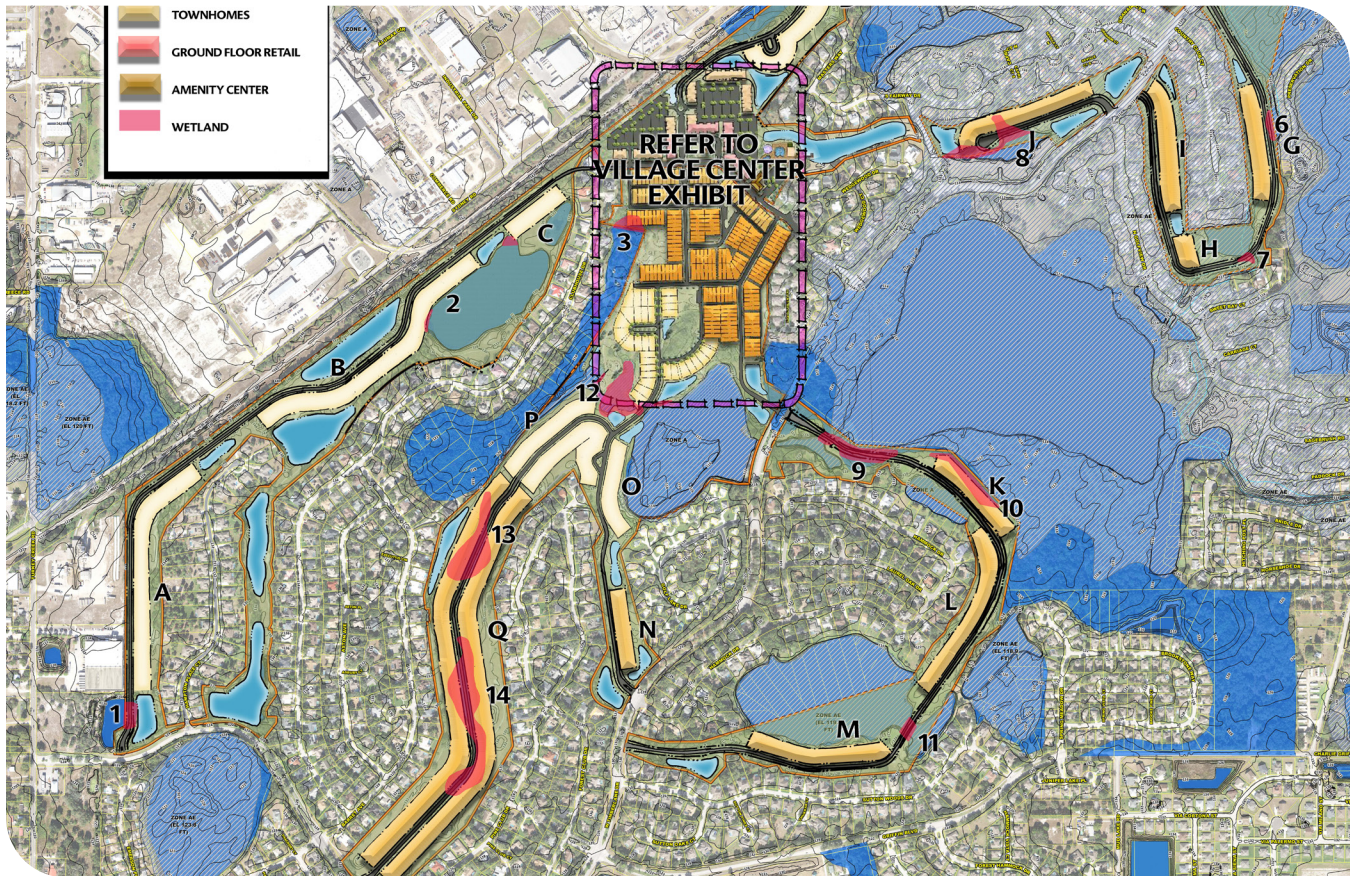
Liana Fuente
lfuente05@gmail.com

Project Name: Cigar Factory PD Rezoning

Project Location: Tampa, FL

Walden Lake

Walden Lake, LLC | Planet City, FL



Halff is providing conceptual master planning of The Walden Lake Golf and Country Club located in the City of Plant City. The 2,060 acre development is located at the southeast of Turkey Creek Road and Sydney Road. The golf course is approximately on 319 acres surrounded by Walden Lake Community Unit District. The project consists of redevelopment of the terminated golf course area with a community that includes a variety of housing styles and a mixed-use town center.

The Village Town Center is being proposed as a mixed-use development with various housing types. The limited retail commercial use in the village center is proposed to be developed with the proposed multi-family residential above the retail, creating the vertically integrated development. The type of residential proposed in this town center is a blend of single-family homes, town homes, villas, and multi-family units.

Stormwater - Stormwater management also played a major role in the design of the project. Through the working evolution of the plan, a stormwater management specialist analyzed the area and provided input into each step of the design.

Public Outreach - Halff hosted numerous workshops and meetings with the Board of Directors of the Walden Lake Community Association, the Walden Lake Resident Advisory Council, and members of the community. Included among these meetings was a well-attended town hall meeting, which introduced the proposed development.

Traffic - A traffic engineer provided input on road network in order to minimize impact on existing traffic pattern.

Client Name:

Walden Lake, LLC.

Contact Information:

Joshua Berman

jab@antonoff.com

813.754.8999

Project Name:

Walden Lake

Project Location:

Plant City, FL

Posner Commons

Trammell Crow | Polk County, Florida



This regional commercial center is viewed as the “Gateway to Polk County”. The Halff team was involved in the comprehensive master planning, entitlements, engineering and landscape architecture services for the first phase of the Posner City Center DRI mixed use development. The design focused on creating approximately 630,000 sf of retail space on an 80 acre parcel located at the intersection of I-4 and US 27 in Polk County, Florida. Our team worked with county officials to integrate the design within the Northridge SAP sector plan and existing infrastructure and future improvements to the area. The design utilized extensive landscaping that will be irrigated initially from a well source and will be converted to reclaimed county water when available.

Client Name: Trammell Crow

Contact Information:

Andy Hawkins
Trammell Crow
407.353.7211

Project Name:

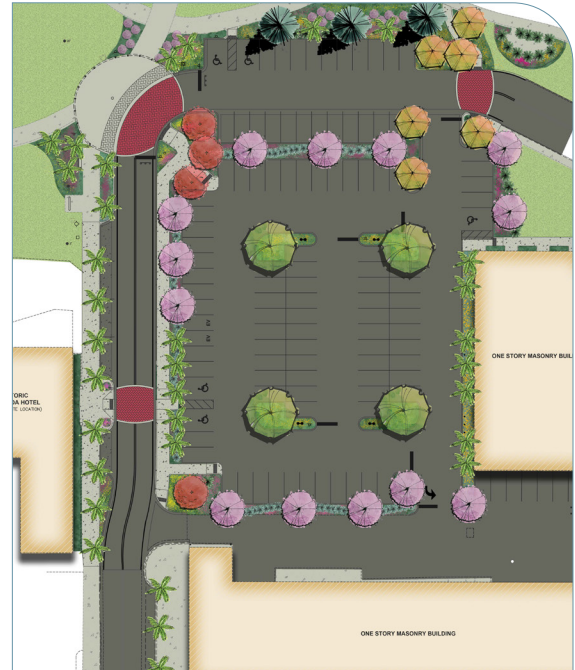
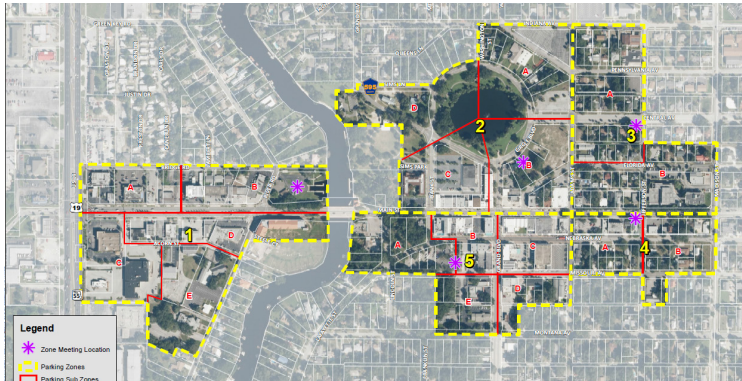
Posner Commons

Project Location:

Polk County, FL

City of New Port Richey Community Redevelopment Area

City of New Port Richey | New Port Richey, FL



The City of New Port Richey has designated a majority of its City as a Community Redevelopment Area (CRA). Halff conducted a parking study along, and parallel to, Main Street extending from US 19 to the west and Madison Avenue to the east to make sure that the City has adequate parking to support existing uses, as well as planning for future growth in the Downtown District. This parking study led to the construction of Gloria Swanson Parking lot. Improvements to the Gloria Swanson parking lot would benefit Sims Park visitors as well as the Hacienda Hotel.

After assisting the City to develop the annual non-advorem street assessment, Halff has prepared multiple years of street improvement plans. The street improvement program is designed to complete a maintenance cycle of all of the City's roads within a 20 year period. The roadways have been ranked by need and each year the lowest ranked roads are included in that year's project. The plans are prepared using aerial photographs, GIS data, limited topographic survey, and field observations. This data is combined to determine the limits of patching, base replacements, and milling. Valley gutter and drainage flumes are installed in limited circumstances to address pavement failure caused by historic flooding. This hybrid plan preparation process allows Halff to provide cost-effective construction plans that correct minor damage problems without the high cost of right-of-way acquisition, full survey or unnecessary studies.

Halff also provided services to enhance existing landscaping in selected roadway medians and roadside areas located within the rights-of-way of Main Street, US 19 to Congress Street; Grand Boulevard; Delaware Avenue to Main Street; and parking lot frontage improvements. This assignment is to provide design services and construction document preparation for landscape plans depicting relocation of downtown street trees along Main Street and Grand Avenue, and replacement with appropriate species.

Client Name:

City of New Port Richey

Contact Information:

Robert Rivera
riverar@cityofnewportrichey.org
727.853.1056

Project Name:

City of New Port Richey Community Redevelopment Area

Project Location:

New Port Richey, FL

HISTORIC PRESERVATION

LaVilla Heritage Trail

Jacksonville Downtown Investment Authority | Jacksonville, FL



COMMUNITY PLANNING COLLABORATIVE (CPC)



Founded in 1866, LaVilla is the oldest urban Black community in the state and a key contributor to the country's early ragtime, blues and jazz music genres. Negatively impacted by redlining, urban renewal and facing development pressure, the LaVilla Heritage Trail and Gateway project was launched

in May 2022 to build consensus between the Jacksonville Downtown Investment Authority and the historically excluded community for the development of a neighborhood logo and branding strategy, cultural heritage trail and gateways paying homage to LaVilla's historical significance.

Community Planning Collaborative was selected to assist in implementation of the Cultural Heritage Trail plan. The Community Planning Collaborative team includes Carla Jones and Erin Kendrick to assist with storytelling, marketing, branding, and artistic vision. The project includes creation of a trail implementation strategy that will include video, public art and banners, developing the trail's physical markers, historical narrative work, and technical coordination for bidding, fabrication and installation.

Client Name: Jacksonville Downtown Investment Authority

Contact Information:

Ina Mezini
Downtown Investment Authority
904.255.5302

Project Name:

LaVilla Heritage Trail

Project Location:

Jacksonville, FL

METHODS TO ACHIEVE GOALS

The primary consideration for implementation of the LaVilla Cultural Heritage Trail project is meaningful and regular engagement with community stakeholders. Project tasks include:

- On-going meetings and communication with project stakeholders including review of draft materials and narratives.
- Site visits to make sure ground-truthing of existing conditions.
- Best practices research of other African American heritage trails in the United States.
- Development of an overall heritage trail vision and strategy.
- Historic research, identifying and securing historic imagery, and creation of narrative text.
- Creation of marker design and branding, as well as recommendations for additional digital and media content, all to include cost estimates.
- Technical coordination regarding marker fabrication and installation.

PROJECT SUCCESS, TIMELINESS, BUDGET

Implementation of the trail strategy is in progress and on-time, started in June 2023 with an estimated completion in January 2024. Physical marker fabrication and installation is anticipated to be completed in 2024. The budget for this phase of the project is \$179,515.00.

American Beach Neighborhood Planning and Cultural Heritage Plan

Nassau County Board of County Commissioners | Amelia Island, FL



COMMUNITY PLANNING COLLABORATIVE (CPC)



Community Planning Collaborative's American Beach experience includes six years of community engagement and a variety of planning projects, including historic preservation. Team experience includes facilitating strategic planning while on staff with Nassau County in order to identify strategies to protect and highlight the historic character of the community, as determined by the neighborhood in a community-driven process. In addition, the Community Planning Collaborative team was part of a multidisciplinary consultant team that produced the American Beach Cultural Heritage Experience Enhancement Initiative master plan. Today, CPC is a consultant for Nassau County working on implementation of master plan goals.

METHODS TO ACHIEVE GOALS

Team experience working with the American Beach community began in 2018 and continues today. Efforts include:

- Extensive community engagement through regular meetings and surveys
- Ongoing communication with key stakeholders like the American Beach Property Owners' Association and Friends of American Beach.
- Regular email updates and follow-ups with 160 members of the American Beach email list.
- Research and sharing best practices in planning, zoning, and historic preservation.
- Initiated a Community Redevelopment Area study.
- Updated zoning code to align with community goals.
- Secured National Park Service grant for a historic structure report on Evans' Rendezvous.
- Integrated resilience, infrastructure, and land use planning with cultural preservation.
- Developed strategies for public spaces and amenities reflecting community goals.
- Created a master plan guiding investment, historic site markers, infrastructure enhancements, and resource protection.
- Facilitated discussions on future plans for Evans' Rendezvous and the historic Crossroads area.

PROJECT SUCCESS, TIMELINESS, BUDGET

The key success to American Beach planning efforts is a sustained relationship with community members. CPC team members engage with the community beyond the scope of the projects and stay in communication with community stakeholders. In recognition of this relationship, CPC is currently under contract with Nassau County to continue planning efforts in the neighborhood that implement elements of the cultural heritage master plan. The cultural heritage master plan and current work have been completed on-time and within budget.

Client Name: Nassau County Board of County Commissioners

Contact Information:

Taco Pope, AICP
County Manager
904.530.6010

Elizabeth Backe, AICP
Planning Director
905.530.6300

Project Name:

American Beach Neighborhood Planning and Cultural Heritage Plan

Project Location:

Jacksonville, FL

Historic Eastside Neighborhood Withintrification Planning

LIFT Jax, Inc. | Jacksonville, FL



COMMUNITY PLANNING COLLABORATIVE (CPC)



Many cities are looking for solutions to combat gentrification and displacement. One emerging strategy is 'withintrification,' where revitalization initiatives are led by current residents instead of outside developers, planners, consultants, and politicians. Platted in 1869, the Eastside is a Gullah Geechee neighborhood is working to become an example of successful withintrification. Through a collaboration being spearheaded by Eastside nonprofits and residents, the Community Planning Collaborative team has provided consulting services that include retrofitting systemic discriminatory public policies to and guide market rate public and private development in a pattern that tackles a variety of community needs, including historic preservation, affordable housing, economic development and preserving the neighborhood's cultural heritage, character and sense of community and place.

METHODS TO ACHIEVE GOALS

- Prioritizing meaningful community engagement with members of the Eastside community including partnering with neighborhood Subject Matter Experts.
- Drafting a culturally-sensitive zoning overlay that seeks to preserve the neighborhood character, encourage reuse of historic structures, manage growth and in-fill construction, and support economic opportunities for the neighborhood, allowing residents to prosper in place.
- Seeking Florida Main Street designation for the "Avenue," the Eastside's primary historic commercial corridor.
- Working with community partners on related efforts including infill affordable housing, resolving heirs property, pro-bono home repair for vulnerable residents, community events, public art, streetscape improvements, heritage trail, and park improvements.
- Successful grant writing assistance for the restoration of a historic structure into a grocery store and financial services hub (Debs Store), eliminating the neighborhood's food desert status.

PROJECT SUCCESS, TIMELINESS, BUDGET

All contracted projects with Lift Jax, Inc. have been completed on time and budget. The Eastside was officially listed as Florida's largest historic Black neighborhood on the National Register of Historic Places in July 2023. Awarded \$1 million in preservation grant funds, the Deb's Store project is under construction and the Florida Main Street application was approved in January 2024. The Eastside zoning overlay project is still ongoing with an estimated 2024 completion date.

Client Name: LIFT Jax, Inc.

Contact Information:

David Garfunkel
President
617.935.2791

Suzanne Pickett
Historic Eastside CDC
904.537.3364

Project Name:

Historic Eastside Neighborhood
Withintrification Planning

Project Location:

Jacksonville, FL

St. Scholastica Monastery Lidar

Saint Scholastica Monastery | Fort Smith, AR



Client Name: Saint Scholastica Monastery

Contact Information: Unknown

Project Name: St. Scholastica Monastery Lidar

Project Location: Fort Smith, AR

Earlier this year, the 98-year-old St. Scholastica Monastery in Fort Smith, an iconic structure designed in the Gothic Revival style, was demolished due to the extensive and costly repairs needed to preserve it. The building, which opened in 1924, had been a cornerstone of the community, housing thousands of students and Benedictine Sisters over its long history. The loss of this historic site was deeply felt by residents and historians alike.

In response, Halff's Geospatial team undertook a project to digitally preserve the memories and intricate architectural details of St. Scholastica Monastery. Utilizing advanced lidar and laser scanning technology, the team was able to create a detailed digital record of the structure, verifying that its legacy and historical significance will not be lost to time.

This project represents a commitment to preserving the history and cultural heritage of the Fort Smith community through modern technological innovation.

Allen Historic Water Station Park

City of Allen | Allen, TX



Client Name: City of Allen

Contact Information:
Matthew McComb
214.509.4721

Project Name: Allen Historic Water Station Park

Project Location:
Allen, TX

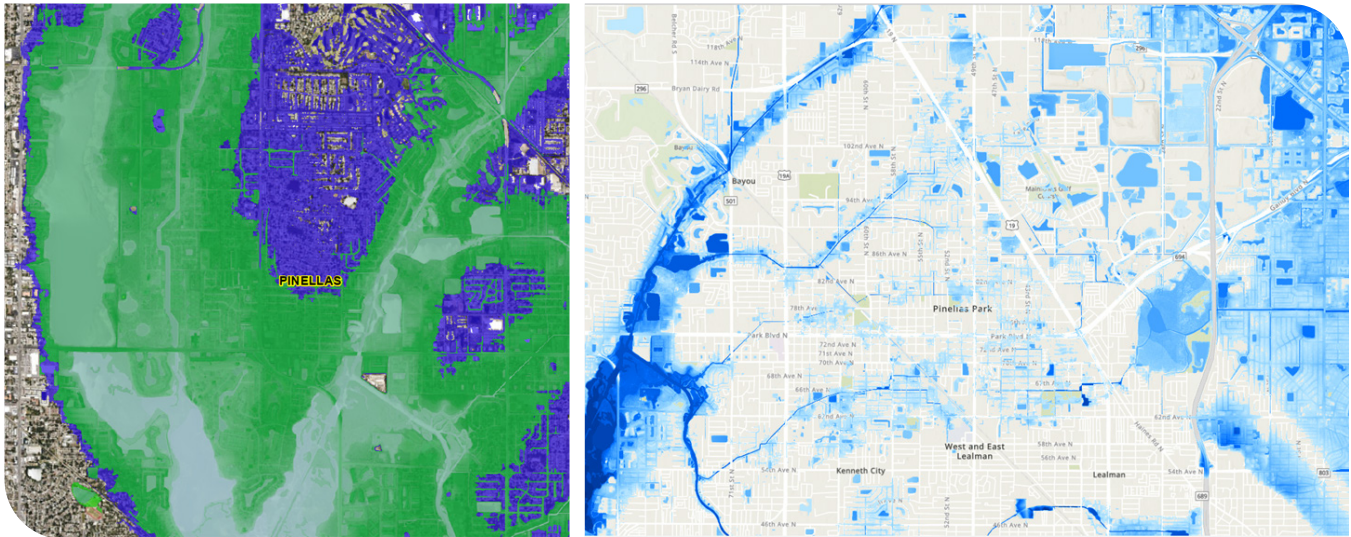
The Historic Water Station, located along Cottonwood Creek, features the 1874 Stone Dam and remnants of a once-vital industry crucial to North Texas's development. After being decommissioned in the 1940s, the site fell into neglect, forgotten by the community and weathered by Texas's harsh conditions. In 2014, Halff was hired to restore the area, carefully preserving the dam and creating a low-impact pedestrian trail.

Completed in 2017, the project includes a pedestrian bridge connecting the site to an existing trail. Within the historical area, a soft surface trail and boardwalk allow visitors to view the ruins while minimizing environmental impact. Interpretive signage, featuring graphics, art, maps, and diagrams, highlights the site's history, based on research from the Texas Historical Commission, Southern Methodist University, and local historical committees. Park benches and signs, inspired by railroad architecture, reinforce the site's unique heritage. Halff received a "Historical Honor Award" from Preservation Texas for this work.

COMMUNITY RESILIENCE

Tampa Bay Regional Inundation Coordination (TBRIC)

Tampa Bay Regional Planning Council | Citrus, Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties, FL



Halff supported the Tampa Bay Regional Planning Council (TBRPC) in 2023 in developing a regional approach to flood inundation mapping. The project was focused on identifying best practices for vulnerability assessments across the Tampa Bay region and developing a GIS geoprocessing application to be utilized by member counties and municipalities in conducting vulnerability assessments pursuant to the requirements of Section 380.093, Florida Statutes.

Halff launched the project by conducting research interviews with more than a dozen subject matter experts representing government, industry, and academia. The purpose of these interviews was to identify best practices and gaps applicable to the current state of flood modeling and mapping across the State of Florida. Steps in subsequent phases of the project were focused on engaging key governmental representatives and stakeholders on regional needs and priorities.

Following extensive stakeholder engagement activities, the remainder of the project was focused on developing a GIS geoprocessing application capable of ingesting flood data from a variety of both public and private sources and producing flood risk maps. Outputs from the project included the regional inundation mapping application, datasets which depict flood risks, and a matrix of data sources available to local governments in conducting vulnerability assessments. Halff worked in collaboration with the University of Florida on this project where university representatives conducted a third-party review of the geoprocessing application.

Moving into the future, the Tampa Bay region and its member governments are now prepared to hit the ground running in conducting local vulnerability assessments because of the data and resources made available through this project.

Client Name: Tampa Bay Regional Planning Council

Contact Information:

Cara Serra Woods
cara@tbrpc.org
727.570.5151

Project Name: Tampa Bay Regional Inundation Coordination (TBRIC)

Project Location: Citrus, Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties, FL

Resilient Pasco Project

Pasco County | Pasco County, FL



Halff is supporting Pasco County in developing the Resilient Pasco Project, focusing on resilience and sustainability priorities, a risk assessment, a resilience action plan, and a living shorelines plan. After Hurricane Idalia, Halff facilitated a kickoff meeting and workshop to discuss key challenges and priorities, while site visits provided insights into resilience in action. Currently, Halff's team is creating a critical asset inventory for the vulnerability assessment and exploring nature-based solutions and living shorelines for public sites.

Client Name: Pasco County

Contact Information:

Roberto Becerril, PLA, AICP, CFM
Assistant Director Planning and
Development Department
rbecerril@pascocountyfl.net
727.847.8140 ext. 7457

Project Name:

Resilient Pasco Project

Project Location:

Pasco County, FL

Port Richey Vulnerability Assessment & Adaptation Plan

City of Port Richey | Port Richey, FL



Halff is helping Port Richey assess vulnerabilities, adopt a 'Peril of Flood' plan amendment, and develop an adaptation plan to address flood risks like storm surge and sea level rise. Since the project began in 2022, Halff has facilitated strategic planning and briefed City Council to outline project goals. In 2023, Halff completed a vulnerability assessment, revealing Port Richey's significant exposure due to its low-lying coastal location. The final phase focuses on creating an adaptation plan to reduce identified vulnerabilities and integrate findings into FEMA's CRS Program and Pasco County's LMS.

Client Name:

City of Port Richey

Contact Information:

Pamela Lynch
CRA/Grant Coordinator
p.lynch@cityofportrichey.com
727.835.1270 ext. 130

Project Name: Port Richey

Vulnerability Assessment &
Adaptation Plan

Project Location:

Port Richey, FL

Sea Level Rise Adaptation Plan Don CeSar Neighborhood

City of St. Pete Beach | St. Pete Beach, FL



The City of St. Pete Beach needed to address resiliency associated with sea level rise (SLR) and impacts to neighborhoods during various storm events. In collaboration with the City and other consultants, Halff provided two adaptation alternatives for the Don CeSar neighborhood. Utilizing the City's Coastal Resiliency Plan Stormwater Master Plan Update, GIS layers, along with other existing information, Halff characterized the neighborhood's environmental and manmade conditions. Using readily available information, Halff articulated the range of high tide, nuisance, and SLR flooding risks related to the existing neighborhood. Factoring in the City's 2050 SLR projections, Halff developed two conceptual designs to graphically illustrate potential strategies to help the neighborhood adapt to future risks. Objectives for the Conceptual Designs for Adaptation included:

- Reducing nuisance flooding frequency
- Mitigating damage to structures and infrastructure associated with flooding
- Enhancing neighborhood aesthetics through engineering with nature approach
- Identifying solutions for relocating, retrofitting or armoring water, wastewater and drainage utilities and roadways at risk

The conceptual designs for adaptation built on existing strengths and assets in the Don CeSar neighborhood, including Lazarillo Park, adjacent mangrove vegetation and wildlife habitat, as well as the neighborhood street network and seawall-adjacent rights of way. The resulting landscape and engineering graphics illustrated how these concepts not only addressed infrastructure challenges, but also improved the long-term resilience and livability of the neighborhood.

Client Name:

City of St. Pete Beach

Contact Information:

Brett Warner, PE
bwarner@stpetebeach.org
727.363.9254

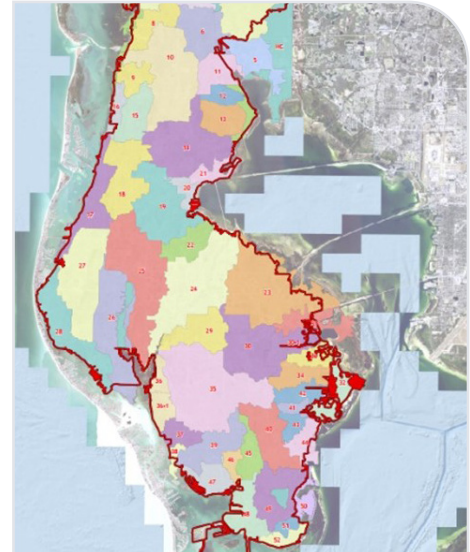
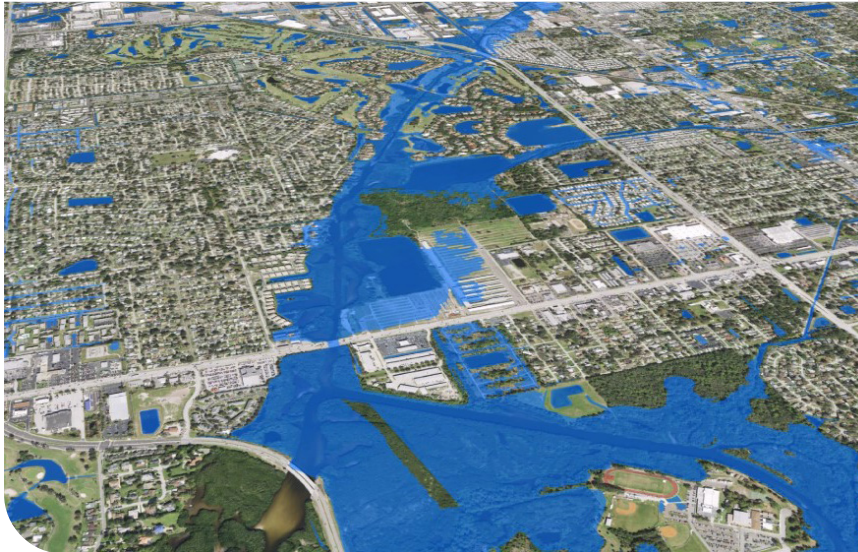
Project Name: Sea Level Rise
Adaptation Plan Don CeSar
Neighborhood

Project Location:

St. Pete Beach, FL

County-Wide Stormwater Model and Flood Forecasting Tool Development

Pinellas County Public Works Department | Pinellas County, FL



Singhofen Halff developed a county-wide model to forecast flooding across various storm events, enhancing the County's planning capabilities. The project updated 14 ICPR and 15 SWMM models to their latest versions, reconciling data discrepancies and integrating GIS data. A comprehensive GIS model network was established, with the main ICPR models covering 161 square miles and separate SWMM models for St. Petersburg. For the ICPR models, spatial GIS data was utilized, and new spatial GIS networks were developed for the SWMM models from existing nodal network/subbasin maps. A unified GIS model network was created using GWISv2.1, consolidating the ICPR models into a single model covering about 161 square miles. The SWMM models, covering around 45 square miles in St. Petersburg, remained separate due to the city's ongoing efforts to develop a new H&H model.

The rest of the watershed, approximately 78 square miles, was modeled using a 2D Rapid Flood Hazard Assessment (RFHA) approach. This method employed a conservative model with 2D features for broad analysis and 1D features for major conveyance structures like channels and significant culverts, using the County's infrastructure data or DEM and aerial imagery where needed. Strategic placement of structural weirs prevented unrealistic flooding simulations at critical points. The RFHA approach was initially validated in a pilot area (Oldsmar Watershed).

A notable feature added to enhance the utility of these resources was an ESRI tool equipped with sliders, allowing floodplain managers and maintenance personnel to navigate through the time series of each synthetic storm event. This functionality enables them to correlate real-time gage data with potential flood impacts, facilitating proactive management measures.

Client Name: Pinellas County
Public Works Department

Contact Information:

Lisa Foster, CFM
Floodplain Administrator
lfoster@pinellas.gov
727.464.8962

Project Name: County-Wide
Stormwater Model and Flood
Forecasting Tool Development

Project Location:
Pinellas County, FL

COMMUNITY DEVELOPMENT AND REDEVELOPMENT

Escambia County Comprehensive Plan Review

Escambia County | Escambia County, FL



Halff was hired by Escambia County to complete a data analysis of the County's Comprehensive Plan, land use, zoning, population growth, existing residential development, and the consideration for new residential development within the rural areas of Escambia (comprised of +/- 60% of the land). Analysis of the County's agricultural land, businesses, and economy played a vital factor in determining where the County could potentially direct growth while preserving these agricultural lands within the rural area. Halff provided suggested revisions to their Comprehensive Plan and presented the revision to the general public through workshops and the County's Planning Agencies.

Client Name: Escambia County

Contact Information:

Alison Rogers
aarogers@co.escambia.fl.us
850.595.4993

Project Name: Escambia County
Comprehensive Plan Review

Project Location:
Escambia County, FL

Bainbridge Downtown & Waterfront Revitalization

City of Bainbridge | Bainbridge, GA



Halff completed a connectivity master plan for the Flint River waterfront, which included revitalizing Cheney Griffin Park and an environmental interpretation center, along with enhancements to an existing amphitheater, a 10-foot-wide, multi-use trail along the river, a marina, a boat launch facility and associated parking, and a swim complex that included an outdoor park.

With funding from the Georgia Department of Natural Resources GoFish Georgia program, improvements to the existing boat ramps at Earle May Boat Basin Park in Bainbridge, Georgia has raised to the site the status of Mega Ramp. With three double boat ramps, event parking for 120 vehicles and trailers and overflow parking for 125 vehicles and trailers, the site is ready to host large fishing tournaments while still accommodating the weekend sport fisherman.

Halff reviewed the existing site conditions and provided design and permitting services for the ramps, parking, supporting day-use docks, pedestrian access, landscaping, and power and lighting. In order to accommodate the boat ramps, Boat Basin Road was re-aligned and traffic control devices designed to accommodate the revised traffic pattern.

Client Name: City of Bainbridge

Contact Information:

Chris Hobby
bbarnett@bainbridgecity.com
229.248.2000

Project Name: Escambia County
Comprehensive Plan Review

Project Location:
Bainbridge, GA

Anclote River Park and Trail

Pasco County | Holiday, FL



Anclote River Park is one of Pasco County's premier parks. This waterfront park is enjoyed by many and is known for its boat access, recreational activities, family-friendly park experience, and the premier attraction along the Coastal Anclote Trail. The Coastal Anclote Trail is a 12-foot-wide multi-use paved trail that travels through 4.5 miles, interconnecting three county parks: Anclote River Park, Anclote Gulf Park and Key Vista Nature Park. Eventually the route will join with the Pinellas Trail when the planned Elfers Spur Trail extension is built. The demand and utilization of the parks and trails has soared due to the unprecedented population and economic growth within the region. The demand for outdoor recreational activities has generated a snowball effect due to an increasing number of families rediscovering the importance and benefits of parks, trails, park amenities, and the "great outdoors."

As a part of the redesign, the County has acquired additional property that will expand the park by 14 acres and includes a documented Bald Eagle nesting site. Park enhancements will include recognition of the eagle nest, additional trail connections, updated circulation to reduce vehicle and pedestrian conflicts, boat ramp improvements for easier launching and maneuvering, improved trail circulation within the park, expanded trailer parking, and ADA compliant parking.

Client Name: Pasco County

Contact Information:

Tim Wilson
twilson@pascocountyfl.net
727.207.6723

Project Name: Anclote River Park and Trail

Project Location:
Holiday, FL

RECREATION MASTER PLANNING

Babcock Ranch Preserve Recreation Master Plan

Florida Fish and Wildlife Conservation Commission | Charlotte & Lee Counties, FL



The Babcock Ranch Preserve (BRP) is a 73,239 acre publicly owned conservation area located in southern Charlotte and northern Lee Counties. The Preserve was acquired by the State of Florida and Lee County in July of 2006, under the State's Florida Forever and Lee County's 20/20 environmental land conservation programs in order to conserve and protect a working landscape with its unique natural resources and cultural heritage.

In order to achieve the desired future condition for eco-tourism operations, public access and use, an important Management Plan goal was to provide diverse natural resource-based recreational opportunities that are compatible with natural and cultural resource management and the working ranch and silviculture operations. The Recreation Master Plan provides guidance for the development of recreation opportunities on the Preserve.

BRP is a unique area and any recreation that occurs on the property should relate to the landscape, the natural communities found on the site and its connection to Florida's ranching cultural heritage. While there are abundant opportunities for a diverse array of recreational activities to occur on the Preserve, the underlying theme to these activities will be how the working landscape and natural systems combine to form this unique public land.

Client Name: Florida Fish and Wildlife Conservation Commission

Contact Information:

Jerrie Lindsey
Florida Fish and Wildlife
Conservation Commission
850.410.4951

Project Name: Babcock Ranch
Preserve Recreation Master Plan

Project Location:

Charlotte & Lee Counties, FL

Walter E. Long Metropolitan Park Master Plan

City of Austin | Austin, TX



Walter E. Long Park is the largest park in Austin, Texas, boasting beautiful rolling hills, thick woodlands, precious wetlands and a monumental lake. In partnership with the City of Austin, Halff's planning and landscape architecture team developed a comprehensive vision plan to transform the mostly unprogrammed and underutilized park into an extraordinary recreational and environmental resource. Located in an underserved area of central-east Austin, this plan demonstrates how community-driven design solutions can plant the seed for amazing transformation.

Client Name: City of Austin

Contact Information:

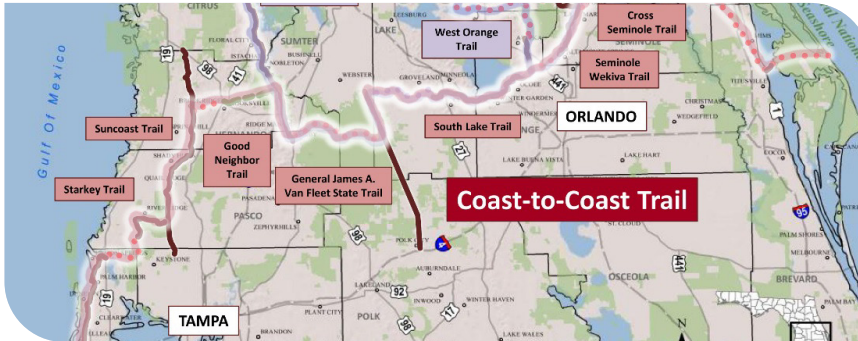
Gregory Montes
gregory.montes@austintexas.gov
512.974.9458

Project Name: Walter E. Long Metropolitan Park Master Plan

Project Location:
Austin, TX

Close the Gaps

Florida Greenways and Trails Foundation | Central and Northwest FL



In the mid-1980s the State of Florida created new linear parks called greenways. These long and narrow corridors of land usually follow abandoned railroad rights-of-way, or along drainage canals, historic roads or electric/gas transmission lines. Since the creation of the first linear parks almost three decades ago, dozens of these greenway trails have surfaced across the Sunshine State — from the Florida Keys to the Panhandle.

For phase one of this project, Halff assisted the Florida Greenways and Trails Foundation (FGTF) to market an opportunity to link a series of existing non-continuous trails into a connected greenway loop through our State's heartland. By CLOSING THE GAPS, Florida is poised to connect numerous smaller communities with the major cities of Orlando, Tampa, St. Petersburg, and Jacksonville. The trail will create many new small business opportunities along the way and will establish a scenic, safe bicycle and pedestrian experience in the "Heart of Florida." Halff also worked on the second phase of this task for the Panhandle focusing on Escambia County, Santa Rosa County, Walton County, Bay County, Gadsden County, Taylor County, Wakulla County, and Leon County.

Client Name: Florida Greenways and Trails Foundation

Contact Information:

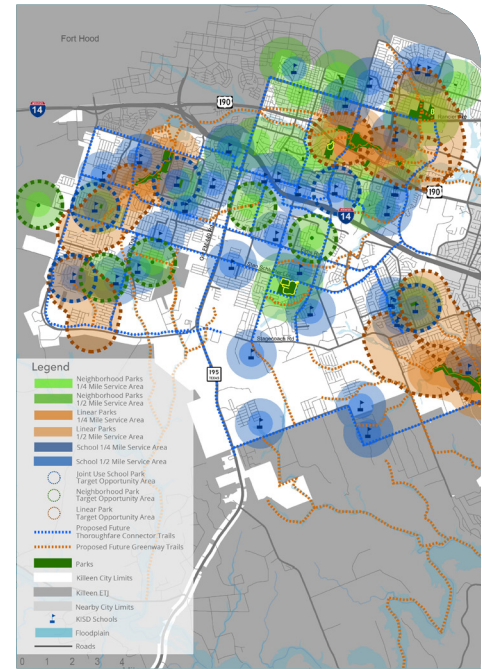
W. Dale Allen
wm.dale.allen@gmail.com
850.591.7646

Project Name: Close the Gaps

Project Location:
Central and Northwest FL

Killeen Parks and Recreation Master Plan

City of Killeen | Killeen, FL



Halff performed an update to the City's existing parks and recreation master plan. The focus of this plan was to reevaluate the City's long-term plan of action considering two new large-scale developments that would have a great impact on the City's park and recreation system. The goal included establishing a better community-wide trail system linking parks and other areas of the City. In addition, the plan provided the framework for new parkland dedication regulations to be adopted after the plan was adopted.

The plan incorporated extensive citizen input and established park and recreation priorities for the next decade. The plan focused on both the renovation and enhancements of existing parks, as well as the need to address needed facilities in the fast-growing southern quadrants of Killeen. An additional focus of this plan was to incorporate two major new additions that would have a great impact on the City's park and recreation system. The plan also focused on enhancing trail corridors throughout the city and funding for the development of major new parks in the city.

Client Name: City of Killeen

Contact Information:

Wallis Meshier
wmeshier@killeentexas.gov
251.501.7621

Project Name: Killeen Parks and Recreation Master Plan

Project Location:

Killeen, FL

Capital Cascades Trail Master Plan

Blueprint Intergovernmental Agency | Tallahassee, FL



Halff has been involved in the development of Capital Cascades Trail & Park since 2002, starting with a topographic survey. In 2006, Halff created a Trail Master Plan, this multi-million dollar project entails a greenway plan for a 5.2 mile corridor through Tallahassee, Florida. The park details consist of; planning for trails, park and greenway amenities in combination with a stormwater retrofit master plan. The highlight of the project will be the park itself, which will provide opportunities for community and cultural facilities.

The stormwater aspect includes the St. Augustine Branch and the Central Drainage Ditch with a total contributing drainage area of approximately 5,146 acres. Box culverts were installed and will help provide the much needed flood relief.

In addition, the park highlights include a; history fence, pond overlooks, signature bridges, Korean War Memorial, Meridian Plaza stage, interactive water play area, walking and bicycle trails, restrooms, and additional park amenities.

Client Name: Blueprint Intergovernmental Agency

Contact Information:
Autumn Calder, AICP
autumn.calder@blueprintia.org
850.219.1098

Project Name: Capital Cascades Trail Master Plan

Project Location:
Tallahassee, FL

Tab 4. Demonstrated Understanding of the Sub Areas

MULTIMODAL TRANSPORTATION PLANNING AND ANALYSIS

Halff has successfully completed multimodal transportation planning and design projects for numerous municipalities which involve transportation planning, project development, traffic engineering, intersection analysis, signal design, roundabout feasibility, intelligent transportation systems, and much more.

From analysis to operation, our Multimodal Transportation Planning and Analysis teams have the experience required to provide the services requested by the City of Tarpon Springs in the RFP. From modeling and simulation to mobility and demand management, parking and circulation, bicycle and pedestrian facility planning and design, and complete streets policies and principles, the Halff team has the expertise to compete the required Task Work Orders within the agreed upon budget and schedule.

A. MODELING AND SIMULATION

The Halff team has extensive, local transportation demand modeling expertise ranging from model creation, calibration, and validation to modeling scenario analysis. Halff offers travel demand modeling expertise in the Cube Voyager environment and micro-simulation services in Synchro, CORSIM, and VISSIM environments. Our team has experience in the application of regional transportation systems travel demand models, to land use projections for the purpose of forecasting future travel demands by mode of travel.

In addition, we utilize the latest versions of Sidra Intersection, Trafficware Synchro, SimTraffic, Autodesk Vehicle Tracking, and Highway Capacity Software (HCS) for modeling traffic operations.

PROJECT EXAMPLE

Halff teamed with World Fiber Technologies on a Design-Build Telecommunications Infrastructure, Freeway Management System (FMS), and Regional Traffic Management Center (RTMC) project with FDOT and the local municipality. The project included the design and installation of more than 20 miles of fiber optic cable, 50 vehicle detectors, 26 closed circuit television (CCTV)

cameras, six dynamic message signs, a weather monitoring station, and an RTMC with a two-story array of 40 monitors. This project has been a vital asset for efficiently managing the local traffic signal system.



B. BICYCLE AND PEDESTRIAN FACILITIES

Our team's unique qualifications and experience within the past several decades include planning and designing more than 100 miles of bike and pedestrian trails and more than 50 major signature and destination parks throughout Florida and Texas, many of which included community branding and wayfinding. Our approach is a collaborative and innovative process that is tailored to each project, with a focus on client and stakeholder engagement and the deliverance of detailed professional products with strong implementation strategies.

Using our decades of local, regional, and state bike and pedestrian trail planning, design, permitting, and construction experience, we educated stakeholders about project realities, pros and cons of trail locations, connections, access, safety, surface materials, as well as environmental and permitting hurdles. This information was then used to establish planning/design parameters for trail connection options. Two- and three-dimensional concept graphics, models, and plans are generated to communicate the vision, limitations, and options for consideration.

From a design perspective, the Halff team utilizes several essential resources when designing pedestrian and bicycle facilities including: FDOT Plans

Preparation Manual, FDOT Design Standards, Florida Greenbook, Manual on Uniform Traffic Control Devices (FHWA) and the Guide for the Development of Bicycle Facilities (AASHTO).

PROJECT EXAMPLE

The Babcock Ranch Preserve (BRP) is a 73,239-acre, publicly owned conservation area. Halff created the Recreation Master Plan based on the Recreation Opportunity Spectrum planning guidelines developed by the U.S. Forest Service. The Recreation Master Plan provides guidance for the development of recreation opportunities on the Preserve. BRP is a unique area and any recreation that occurs on the property should relate to the landscape, the natural communities found on the site, and its connection to Florida's ranching cultural heritage. While there are abundant opportunities for a diverse array of recreational activities to occur on the Preserve, the master plan provided recommendations for hiking, equestrian, and bicycle trails throughout this vast managed area.



C. TRANSPORTATION DISADVANTAGED

The Halff team prepares Sociocultural Effects Evaluations as part of various Planning and PD&E studies for roadway improvement projects. The Community Characteristics included in the Sociocultural Data Report (SDR) for a municipality or county area includes information such as the racial/ethnic minority populations, percent of population below the poverty line, and limited English proficiency populations. In addition, the Transportation Disadvantaged Census Tracts are identified which includes the percent of residents without a vehicle. As part of an equity analysis, information available through various databases such as: American Census Survey, U.S. Census Bureau(2021), Historically Disadvantaged Communities, USDOT (2021); and Areas of Persistent Poverty, USDOT (2021) are utilized to assess the

impact of projects on various demographic groups to achieve equitable outcomes.

D. DATA COLLECTION, DEVELOPMENT AND MANAGEMENT

The Halff team recognizes the importance of accurate data collection, development and management. The team regularly collects data from various sources including local, state and federal databases. It is imperative that the accuracy of the data is verified, cross-referenced and summarized for completeness before performing the required analyses. In addition, data utilized will be referenced in the project documentation and footnoted accordingly.

E. ACCESS MANAGEMENT

There are two main functions of transportation facilities: to provide mobility and to provide access. Mobility is best defined as the ability for people and goods to be moved in an efficient manner while access allows people and goods the ability to enter or exit the system or property. For motorized traffic, these are competing functions that must be balanced depending on the highest need or desired result. Effectively balancing one's mobility with access is a high priority of roadway and land use planning. While access and mobility are competing factors for vehicles, they are synergetic and complimentary for bicyclists and pedestrians. Increased pedestrian and bicycle access along a facility improves pedestrian and bicycle mobility by providing more opportunities for convenient and direct paths to adjacent properties with fewer conflict points with motor vehicle traffic. Limited pedestrian and bicycle access can create longer walking and biking distances, and result in unsafe conditions with increased conflict points and unintentionally promoting the use of undesignated paths. The Halff team has experience evaluating access management requirements based on the functional classification and context classification of a roadway facility, while balancing multimodal mobility.

F. MOBILITY AND DEMAND MANAGEMENT

Transportation Demand Management (TDM) is a set of policies and strategies that increase traveler choices and help people meet their travel needs while also minimizing the air quality, congestion, and delay impacts of single-occupant vehicle(SOV) travel. While TDM has traditionally focused on reducing vehicle travel, its scope has expanded in recent years to more directly

address bicycle and pedestrian safety, environmental education, and improving mobility for seniors, people with disabilities, low-income residents, and others who may lack access to personal transportation. Emerging technologies and services have dramatically changed the transportation industry by creating opportunities to improve the traveler experience and advance regional transportation goals while confirming that investments provide benefits that are equitable and cost-effective. The Halff team can assist the city by developing a framework to coordinate efforts in support of mobility and accessibility. Our team has experience providing background research, travel trends analysis, and ultimately selecting TDM and mobility strategies that work best for city and the region.

G. TRANSPORTATION/MOBILITY IMPACT FEES

Transportation/mobility impact fees are a crucial tool used by municipalities like the City of Tarpon Springs to manage the effects of new developments on the local transportation network. Impact fees help make sure that the city can maintain a safe and efficient transportation system. The fees are calculated based on the expected transportation impacts of a development, such as additional road usage, the need for new traffic signals, or enhancements to public transit. By imposing these fees, the city can fund necessary road expansions, intersection upgrades, and other mobility-related improvements without overburdening existing residents with the costs.

The use of transportation/mobility impact fees aligns with the broader goals of sustainable urban planning. In Tarpon Springs, these fees help to verify that growth is managed in a way that supports the long-term viability of the city's transportation infrastructure. This approach not only improves the quality of life for current residents but also makes sure that future developments contribute to the maintenance and improvement of the city's transportation network.

H. PARKING AND CIRCULATION

Conducting parking and circulation analyses involves a multi-faceted analysis of existing conditions, identification of key challenges, and the development of targeted strategies to improve the overall parking experience and traffic flow. The Halff team will conduct a comprehensive data collection effort, which includes on-site observations, occupancy surveys, and the analysis of existing parking supply and demand. This

will help identify areas of underutilized parking, peak demand times, and traffic congestion points. Additionally, it is essential to engage stakeholders, including local businesses, residents, and visitors, to gather input on parking and circulation challenges and needs. This data-driven foundation will allow for a detailed assessment of the current parking inventory, circulation patterns, and land use, forming the basis for an effective strategy.

Next, the Halff team will focus on developing and evaluating alternative parking management strategies that are tailored to the unique characteristics of Tarpon Springs. This may include the optimization of existing parking facilities, such as reconfiguring layouts or improving signage and wayfinding to enhance usability. The introduction of smart parking technologies and demand-responsive pricing can also be explored to manage peak demand and improve turnover rates in high-demand areas. Additionally, improving traffic circulation through better street design, signal timing adjustments, and the implementation of complete streets principles can enhance safety and accessibility for all users, including pedestrians, cyclists, and drivers. The strategic placement of loading zones, rideshare drop-off points, and short-term parking spaces can further reduce congestion in critical areas.

Finally, the Halff team will consider the long-term sustainability and adaptability of the parking and circulation system. This includes exploring shared parking agreements, especially in mixed-use areas, to maximize the utilization of parking resources. Integrating parking management with broader transportation and land-use planning efforts will make sure that parking and circulation strategies support the city's economic development goals and preserve its historic charm. Regular monitoring and adjustment of parking policies based on changing demand and emerging trends, such as the rise of electric vehicles and micromobility, will confirm the system remains efficient and responsive to the community's needs.

I. WATERBORNE TRANSPORTATION

Waterborne transportation plays a significant role in the City of Tarpon Springs, reflecting its historical and cultural ties to the waterfront. This mode of transportation is integral to both the local economy and the community's quality of life. It supports commercial activities such as fishing, tourism, and marine services, while also providing an alternative to land-

based transportation, reducing traffic congestion, and promoting sustainability. The city's focus on enhancing waterborne transportation aims to preserve its maritime heritage, improve connectivity, and bolster economic opportunities linked to the waterfront.

J. FEASIBILITY STUDIES

Feasibility Studies are utilized to evaluate project alternatives by comparing the project's potential effect on the social, cultural, natural, and physical resources. In addition, a feasibility study typically includes coordination with resource and regulatory agencies and the public, as well as developing a cost summary for comparison purposes. The information contained in a feasibility study is used to assist with preparing a PD&E or moving directly into design of the recommended or preferred alternative. The Halff team has completed dozens of feasibility studies for trails, pedestrian and bicycle facilities, roadways, transit and other infrastructure investments.

K. COMPLETE STREETS

Complete Streets serve the transportation needs of transportation system users of all ages and abilities, including pedestrians, bicyclists, transit riders, motorists, and freight handlers. With a Complete Streets approach, every non-limited access state roadway project is uniquely planned and designed to serve the context of that roadway and the safety, comfort, and mobility of all users. Halff's team has extensive experience designing projects using context sensitive, complete streets approach that builds on flexibility and innovation to make sure roadway planning and design consider community needs.

PROJECT EXAMPLE

Gaines Street previously consisted of a four-lane roadway with limited pedestrian facilities. Halff was entrusted with planning the substantial corridor revitalization which included a road diet (reduction to two-vehicle lanes), pedestrian and cyclist-friendly amenities, and landscaping. Emphasizing pedestrian safety at intersections required narrower roadways, bulb-outs, and wider crosswalks. School buses and transit vehicles making left and right turns onto Gaines Street required larger turning radii. Rather than widening the roadway, a flush median with granite pavers was installed to safely accommodate larger vehicle movements.



Gaines Street Complete Streets Project

L. RESILIENCE AND SUSTAINABILITY

Resilience and sustainability are central to the City of Tarpon Springs' approach to managing its transportation infrastructure amid the challenges posed by climate change, economic shifts, and urban growth. The city is dedicated to developing a robust transportation system that can adapt to and recover from various environmental, social, and economic stressors. This commitment involves integrating sustainable practices into the planning, design, and maintenance of transportation networks, making sure they are resilient to adverse events and capable of supporting the community's mobility needs. By prioritizing resilience and sustainability in transportation, Tarpon Springs aims to protect its infrastructure, promote economic stability, and enhance the quality of life for its residents, now and in the future.

M. SAFETY ASSESSMENTS

Halff's safety services include a wide range of task related areas such as pedestrian/bicycle/vehicle crash history analysis and safety countermeasure design, traffic impact safety studies, sidewalk viability studies and design, safety study data collection, traffic control design and plans, as well as traffic signal systems and signing and pavement marking design and plans. Our firm has been located in Tallahassee for more than three decades giving us a unique history and insight into safety issues with the local municipalities, adjacent counties, and with the FDOT. With our history in the area, we are knowledgeable with the geographic characteristics of the current infrastructure and are mindful of the concerns of the public with this existing infrastructure and subsequent issues facing the City.

Halff has prepared numerous vehicular and pedestrian safety studies throughout Florida and the southeast leading to improved safety for the traveling public.

N. TRUCK ROUTE ANALYSIS

Truck route analysis is a critical component of transportation planning in the City of Tarpon Springs, aimed at optimizing the flow of commercial vehicles while minimizing impacts on residential areas and local traffic. This analysis involves assessing current truck routes, identifying bottlenecks or areas of congestion, and exploring alternative paths that balance efficiency with community needs. The goal is to verify that truck traffic supports the city's economic activities, particularly in key sectors like logistics and manufacturing, while preserving the safety and quality of life for residents. By carefully planning and managing truck routes, Tarpon Springs can enhance its transportation network's effectiveness and reduce the environmental and infrastructural impacts of heavy vehicle traffic.

O. CORRIDOR STUDIES

The Halff team is made up of individuals who have worked tirelessly and are passionate about planning and designing transportation solutions to support community expansion. The Halff team has conducted hundreds of corridors and sub-area studies throughout the country in rural, urbanizing, and urban areas along the collector, arterial, highway, and freeway corridors. These studies have identified strategies that included transportation-specific solutions (e.g. roadway redesign, sidewalk additions, or transit service changes); traffic operational changes and improvements (e.g. TSMO, ITS, or signal changes), to access management, to community branding and marketing (e.g. wayfinding); area-wide network changes (e.g. new street connection, new trail or sidewalk connections); and land use development and policy recommendations (e.g. development pattern,

site design, and lot layout). Our projects strive to achieve the optimum context sensitive solutions to meet community needs including retaining a "sense of place", protecting historic elements, and preserving community-established points of destination. We work to identify constructable and practical solutions with these issues in mind that will both improve vehicular operations and at the same time enhance bicycle, pedestrian, and transit conditions within the project corridor.

PROJECT EXAMPLE

Halff completed extensive corridor planning for FAMU Way which runs between the campuses of FAMU and FSU, in Tallahassee. The planning of FAMU Way required the successful completion of every specific corridor planning service likely to be completed under this contract. Multiple corridor alignments were considered and traffic analyses were completed to identify the anticipated operation and intersection needs along the corridor, including forecasting future traffic volumes. The corridor planning included recommendations such as pedestrian and bicycle facilities, trail connections, turn lane storage requirements, intersection and through-lane segment configurations, and other operation and safety enhancements.



ECONOMIC ANALYSIS

A. COMPREHENSIVE PLAN ECONOMIC ELEMENT

The Comprehensive Plan Economic Element outlines the vision for Tarpon Springs' economic future, integrating goals, objectives, and policies that guide the city's growth and development. This element provides a framework for promoting economic stability, diversity, and sustainability by leveraging local assets and addressing economic challenges.

B. ASSET BASED ECONOMIC DEVELOPMENT STRATEGY/PLAN

An Asset-Based Economic Development Strategy for Tarpon Springs focuses on leveraging the city's unique strengths, such as its historical sites, waterfront, and cultural heritage. This strategy aims to enhance the local economy by building on existing assets, encouraging entrepreneurship, and attracting investment that aligns with the city's character and long-term goals.

C. MARKET STUDIES AND ANALYSIS

Market studies and analysis are essential for understanding the economic landscape of Tarpon Springs. These studies provide insights into local demand, consumer behavior, and industry trends, enabling informed decision-making for both public and private sectors. The analysis helps identify opportunities for business growth, workforce development, and targeted economic initiatives.

D. PROPERTY OR FACILITY VALUATION

Property and facility valuation is a critical component of economic analysis, providing an accurate assessment of real estate values within Tarpon Springs. This valuation supports various initiatives, including redevelopment projects, public-private partnerships, and investment strategies, verifying that decisions are grounded in reliable financial data.

E. FISCAL IMPACT ANALYSIS

Fiscal impact analysis evaluates the economic effects of proposed developments on the city's budget. By analyzing the costs and revenues associated with new projects, Tarpon Springs can make informed decisions that balance growth with fiscal responsibility, making sure that developments contribute positively to the city's financial health.

F. DEVELOPMENT FINANCE AND JOINT DEVELOPMENT

Development finance involves identifying and securing funding for economic projects in Tarpon Springs. Joint development initiatives, which involve collaboration between public and private entities, are essential for maximizing resources and achieving shared economic goals. This approach supports sustainable growth and enhances the city's economic infrastructure.





G. ECONOMIC MODELING

Economic modeling provides a structured approach to forecasting economic outcomes based on various scenarios. For Tarpon Springs, these models help predict the impact of policy changes, development projects, and market shifts, enabling the city to plan strategically and respond effectively to economic challenges and opportunities.

H. COST-BENEFIT ANALYSIS

Cost-benefit analysis is a crucial tool for evaluating the potential return on investment for economic projects in Tarpon Springs. This analysis compares the projected costs of a project against its anticipated benefits, guiding decision-makers in prioritizing initiatives that offer the greatest economic and social value to the community.

I. FINANCIAL ANALYSIS

Financial analysis involves a detailed examination of the city's financial performance, including revenue streams, expenditure patterns, and debt levels. For Tarpon Springs, this analysis is vital for maintaining fiscal health, planning for future investments, and making sure that economic development efforts are financially sustainable.

J. FINANCIAL/SCENARIO PLANNING

Financial and scenario planning helps Tarpon Springs prepare for various economic futures by exploring different financial scenarios and their potential impacts. This approach enables the city to develop flexible strategies that can adapt to changing economic conditions, verifying long-term resilience and stability.

K. ECONOMIC DEVELOPMENT CAPITAL PROJECT PLANNING

Capital project planning for economic development involves identifying, prioritizing, and financing infrastructure and development projects that support

Tarpon Springs' economic goals. This planning verifies that the city invests in projects that will drive economic growth, create jobs, and enhance the quality of life for residents.

L. LAND ASSEMBLY PLANNING

Land assembly planning is the process of acquiring and consolidating land for development projects in Tarpon Springs. This approach is critical for facilitating large-scale developments, redevelopment initiatives, and strategic land use planning, verifying that the city can accommodate future growth and economic activities.

M. INFRASTRUCTURE PLANNING

Infrastructure planning involves the strategic development and maintenance of essential public services and facilities. For Tarpon Springs, this includes transportation networks, utilities, and public spaces, all of which are vital for supporting economic development and improving the overall quality of life.

N. BEST PRACTICES AND CASE STUDIES

Identifying and implementing best practices and learning from case studies are essential for successful economic development in Tarpon Springs. By studying successful models from other cities and regions, Tarpon Springs can adopt proven strategies that align with its unique context and economic objectives.

O. WORKING WATERFRONT ECONOMIC DEV. & ANALYSIS

Tarpon Springs' working waterfront is a critical economic asset, supporting industries such as fishing, tourism, and marine services. Economic development and analysis in this area focus on sustaining and enhancing the waterfront's economic contributions while balancing environmental and community interests. This approach verifies that the waterfront remains a vibrant and vital part of the city's economy.

COMMUNICATIONS AND PUBLIC INVOLVEMENT

The Halff team brings extensive experience and a diverse range of tools to effectively engage with the Tarpon Springs community and the City's agency partners to achieve planning objectives. We recognize the importance of community-centered engagement, verifying that all voices are heard and considered in decision-making to build trust and foster lasting, productive relationships.

The demographic data suggests that the City's community engagement efforts should be multi-faceted to address the diverse needs of the Tarpon Springs community. Key takeaways from the data include:

- **Seasonal Population Fluctuations.** The city has 25,849 year-round residents (BEHR, 2023). During peak season, the city's population increases by 30% or more.

To design engagement strategies for maximum reach, it is essential to accommodate both year-round and seasonal residents. The Halff Team will coordinate with the City to utilize the City's online engagement hub, social media feeds, and dedicated project webpages to verify that all residents are informed, have opportunities to participate, and can help influence decision making.

- The minority population in Tarpon Springs has doubled since 1990. Today, approximately one in five residents identify as non-White Alone (race) and/or Hispanic or Latino (ethnicity).

Minority populations can be challenging to engage due to factors such as language barriers, cultural differences, economic challenges, mistrust, and a lack of awareness about how planning initiatives might directly affect them. Reaching and effectively engaging with these populations can be improved by selecting event locations where minority populations live and work, offering meetings at various times to accommodate different schedules, and providing virtual options. Verifying minority representation on project advisory or focus groups is essential for gaining direct input on planning initiatives. Addressing the unique concerns of minority communities and clearly communicating how planning efforts can positively impact them are key strategies for fostering meaningful involvement.

- **Aging Population.** A significant portion of the city population is older adults, with one-third of residents aged 65 or over and one-quarter aged 50-64, nearing retirement age.

To effectively meet the needs of older adults, engagement efforts should prioritize accessibility through convenient scheduling (e.g., avoiding rush-hour traffic or driving after dark); choosing locations that are ADA accessible; providing printed materials in easy-to-read fonts; offering close-captioned videos and text-to-speech functional documents; and providing flexible, easy to use ways to provide feedback including written, verbal, and digital options.



- **Household Poverty.** Around 13% of city households are below poverty level, almost two percentage points higher than countywide households.

The poverty rate indicates a need for targeted support and outreach to lower-income households, which are traditionally harder to reach. The Halff Team's engagement strategies will address potential barriers to participation, such as time and travel constraints and access to digital resources.

- **Limited English Proficiency (LEP).** The age five and over population that speaks English "less than very well" represents about 6% of the citywide population. Low literacy can also affect a person's ability to read, write, or understand English. The population age 25 years and over with less than a 12th grade education and no diploma accounts for roughly 7.1% of the city's age 25 and over population or 1,425 persons.

To verify that all community members have the opportunity to participate and contribute, the Halff Team will design accessible and inclusive communications and engagement opportunities. We will use simple, clear, and jargon-free language, supplemented with visual aids to bridge language and literacy barriers. Additionally, project communications will offer free language assistance services upon request to verify compliance with Title VI of the Civil Rights Act, consistent with City policy.



- **Transportation Accessibility.** The City of Tarpon Springs encompasses 9.26 square miles (2023). One in 12 city households have no vehicle available, accounting for an estimated 2,100 residents.

The presence of households with no vehicle highlights the need to offer engagement opportunities at accessible locations, such as community centers, parks, and places of worship in neighborhoods with transportation disadvantaged populations, and via virtual platforms.

- **Technological Barriers.** Households with no computer (793) or no internet subscription (1,711), account for roughly 6.6% of city households.

To accommodate households lacking computers or internet access, digital engagement strategies will be complemented with non-digital methods, including making information available at community centers, libraries, and other community focal points.

A. COMMUNITY OUTREACH, ENGAGEMENT, AND FACILITATION

Halff's approach to this element of the requested planning services begins with a tailored Community Engagement Plan with details about the following:

- Project description
- Engagement scope, goals, objectives, and performance metrics
- Context and stakeholder identification
- Outreach strategy
- Engagement opportunities
- Engagement tools
- Accessibility needs
- Information sharing and transparency
- Performance evaluation

Setting clear engagement goals, objectives, and performance metrics is essential to guiding community outreach and effectively supporting the planning process. The Halff Team employs a comprehensive, three-pronged approach to understanding the context and stakeholders: analyzing desktop data (e.g., American Community Survey and EJ Screen), visiting the planning area, and conducting interviews with context experts (locals). This thorough understanding enables us to develop a strategic mix of digital and traditional outreach methods that resonate with and effectively engage the target audience.



Facilitated community workshops are a cornerstone of our approach, designed to elevate the community's planning experience and produce valuable insights for city decision-making. The Halff Team will organize workshops in accessible locations. Our skilled and experienced facilitators will educate and lead interactive discussions to help participants to engage meaningfully and contribute effectively to the planning process. These sessions could include small- and large-group brainstorming, table-top mapping exercises, real-time polling, and other participatory tools to gather input and feedback on planning initiatives.

The Halff team will assist the City in organizing multiple participation options to accommodate varying preferences, including in-person and virtual public meetings and interactive, online engagement. This flexibility verifies that all community members can participate according to their convenience and comfort levels.

Our engagement approach emphasizes communication and transparency throughout the engagement process. By regularly monitoring performance metrics, we can adjust the engagement strategies as needed to verify that outreach efforts remain responsive and impactful. Like the City, the Halff team views the community as a vital planning partner and is committed to delivering community-centric solutions that reflect the collective vision and needs of the residents.

B. GRAPHIC DESIGN AND VISUALIZATION

Halff's approach to providing graphic design and visualization services is centered on enhancing public-facing planning deliverables through engaging and easily understandable visual information. By promoting city initiatives effectively and making complex planning concepts more accessible, we seek to generate interest and foster community involvement. Visual storytelling is at the core of our strategy, using graphics, 3D modeling, and video content to clearly convey key messages and ideas to a broad audience.

Our team brings together a blend of creative, analytical, and technical skillsets to produce a wide range of visual materials, including eye-catching flyers, factsheets, infographics, social media assets, maps, reports, plans, and presentations. For each City assignment, we will collaborate closely with Planning Department staff to verify that all materials align with City standards and messaging and maintain a consistent visual identity. Consistency helps distinguish city planning initiatives from other activities, verifying that the public can easily recognize and connect with efforts that matter to them.

Using advanced visualization tools, Halff will assist the City in creating clear and compelling representations of proposed development scenarios, urban design alternatives, and transportation solutions. Our approach leverages 3D modeling and dynamic video content

to break down complex concepts into accessible, engaging visuals that bring planning proposals to life.

C. WRITING, EDITING, AND DIGITAL PUBLICATION

The Halff Team is dedicated to delivering clear, concise, and accessible written materials. Our writing style will be tailored to the work product at hand but will always use plain language to make sure project information is easily understood by the general public. Our technical editors will rigorously review and refine all documents to verify accuracy, coherence, and polish, focusing on clarity, grammar, readability, and overall impact.

To adhere to accessibility standards, Halff develops all written materials to accommodate diverse needs, including those of individuals with disabilities. We will verify that all documents are formatted for easy readability and comply with relevant accessibility guidelines, including Section 508 of the Rehabilitation Act of 1973, outlining standards based on the Web Content Accessibility Guidelines (WCAG) 2.0.

Our approach to digital publications emphasizes engagement and inclusivity. We will develop digital communications, including newsletters, flyers, and social media content that inform, inspire, and resonate with the target audience. All materials will be crafted to comply with accessibility standards to expand their reach and usefulness.



D. DIGITAL AND THEMATIC STORYTELLING

The Halff Team leverages digital and thematic storytelling to educate and engage the community, fostering meaningful participation in City planning initiatives. We seek to develop compelling narratives that resonate with the community's values, history, and vision for the future. By integrating community stories and case studies, we make community planning more relatable and understandable.

Halff uses spatial storytelling techniques, including interactive Story Maps, to bridge technical data with engaging narratives. This method allows residents to explore projects through dynamic visuals, enhancing their understanding of proposed changes and tradeoffs. To further enrich the storytelling experience, Halff integrates a variety of multimedia elements such as videos, photography, maps, and text. These elements make information more engaging and accessible, helping to illustrate key details in a compelling and understandable manner.

E. WEBSITE DESIGN AND MAINTENANCE

The Halff Team routinely assists municipal clients with creating easily accessible, informative, intuitive, and interesting content on both city websites and online engagement hubs, such as EngagementHQ. In supporting the development of project information on the City's online platforms, Halff will work closely with city staff to verify that these tools for public communication and engagement are utilized to their full potential. Our goal is to create an online environment that not only informs but also invites active participation in City planning initiatives.

To keep the online presence of each planning assignment current and relevant, we will establish a maintenance schedule for regular updates, verifying that content conveys latest news, notifications, documents, and other resources. Monitoring of website analytics helps us know where to make adjustments to improve user engagement.

F. MARKET AND SURVEY RESEARCH

Halff's approach to providing market and survey research services for planning projects integrates survey design, data analysis and reporting, and community feedback loops and evaluation.

Our team thoughtfully designs surveys to gather actionable data on community needs, preferences, and behaviors. We strive to create questions that are clear, unbiased, straightforward. Surveys can be distributed through various methods—online platforms, phone surveys, and paper surveys at community events—to capture a broad range of responses. We have had success using visual preference surveys (VPS) to understand community preferences. A recent survey for the City of Port Richey, a community of 3,200, captured 766 responses with thousands of data points to help inform a vision for waterfront development. We used VPS for the Hillsborough County Greenways Master Plan update to understand community preferences for trail features. This VPS was integrated into the County’s online engagement hub.

Following a survey, our team will assist the City in analyzing the data using statistical methods and GIS tools to extract meaningful insights. Detailed reports will be produced, featuring charts and graphs to illustrate key findings. These reports will translate complex data into accessible information, supporting informed planning decisions and effective communication strategies.

Halff has experience conducting focus groups to delve deeper into community attitudes and preferences for more nuanced feedback on issues and solutions. We will develop mechanisms to report back to the community on how their feedback has influenced decision-making. This could involve follow-up surveys, community meetings, or digital updates through social media and email to the contacts list. By demonstrating the impact of community input, we build trust and encourage ongoing engagement. Our team organized a geographically diverse focus group for the Advantage Pinellas Long Range Transportation Plan as a follow-up to a statistically valid opinion survey by Forward Pinellas. Several focus group members went on to join MPO committees, prompted by their focus group experience.



URBAN DESIGN

Tomorrow's future begins as an idea today. We believe in the power of ideas and strive to imagine, plan and design a future where great ideas lead to enduring places. Our focus is on the interrelationship between the built environment, the landscapes that surround them, the people who use them, and the prosperity it creates today and for future generations.

We focus on people because we believe in protecting and enhancing social connections and sense of community. We strive to improve society by focusing on making places that become the foundation for great communities.

We focus on place because we believe in creating a strong sense of identity and lasting memories. We strive to celebrate culture and heritage, and we endeavor to create quality, destination places.

We focus on planet because we believe improving the built and natural environments are not mutually exclusive. We strive to think globally, but act locally, to balance and strengthen the relationship between the built and natural environment.

We focus on prosperity because we believe our efforts should lead to added value and a strengthened economy. We strive to understand the benefits, costs, and ultimately, the return on investment for those we work for and the communities they live in.

A. SITE AND AREA MASTER PLANS

Our approach to developing Site and Area Master Plans for the City of Tarpon Springs involves a

thorough analysis of the existing urban fabric, land use patterns, and community needs. We will engage in extensive stakeholder consultations, including public workshops and meetings with local businesses and residents, to verify that the master plans reflect the community's vision and priorities. The plans will address key issues such as land use compatibility, sustainable development practices, and the integration of green spaces. We will also identify opportunities for economic development, cultural preservation, and environmental stewardship, creating a roadmap for the future growth and enhancement of Tarpon Springs.

B. CORRIDOR AND STREETSCAPE DESIGN

In designing corridors and streetscapes, our goal is to create vibrant, safe, and accessible public spaces that enhance the overall urban experience. For Tarpon Springs, this will involve the development of design guidelines that promote walkability, incorporate native landscaping, and improve traffic flow while maintaining the historic character of the city. We will focus on creating pedestrian-friendly environments with appropriate lighting, street furniture, and shade, as well as verifying that streetscapes are resilient to the impacts of climate change. Our design process will include detailed studies of key corridors, considering current and future transportation needs, and integrating multimodal transportation options such as biking and public transit.

C. VISUALIZATION/ ILLUSTRATIONS

A picture speaks a thousand words. Halff has the capability to create high-quality graphic plans and 3D visualizations to effectively communicate the "vision"



PEOPLE

We transform the lives of the people we serve. Our ideas serve the people who use them through an informed understanding of their needs and desires for moving forward.



PLACE

Our legacy is embodied in the places we bring to life. Our ideas create inspiring and usable places which foster strong, lasting connections for the people who use them.



PLANET

We are stewards of our environment. Our ideas preserve and conserve our most valued assets and focus on creating sustainable and resilient outcomes.



PROSPERITY

An enduring future must also be fiscally-sustaining. Our ideas embrace the difficult decisions necessary to create opportunities to grow and create lasting value.

and the intent for the City's public spaces and facilities. This aids in exploring options and alternatives quickly, and offers a realistic idea of what the final project outcome will be. Halff's visualization team transforms designs into 3D simulations that bring projects to life — offering a tangible representation of the design. Utilizing state-of-the-art software and hardware, we provide a multitude of dynamic capabilities for analysis and interactive understanding. Our visualizations range from artistic, freehand-style sketches to photorealistic 3D animations.

Realistic renderings of proposed park improvements can help generate enthusiasm and momentum for a project. At Halff, we have an entire team dedicated to 3D visualization to help clients picture what proposed improvements would look like when implemented. We can create realistic renderings and fly-through videos to help sell a project to the public.

D. GATEWAY, WAYFINDING AND SIGNAGE PLANS

The development of Gateway, Wayfinding, and Signage Plans for Tarpon Springs will focus on enhancing the city's identity and improving navigation for residents and visitors. We will design gateway features that celebrate the unique cultural and historical heritage of Tarpon Springs, creating memorable entrances to the city. Gateway signage is a defining feature within the community elevating a sense of place by creating a moment of arrival or creating a sense of destination within the region. Our wayfinding strategies will be intuitive and accessible, incorporating clear, consistent signage that helps people navigate the city's streets, parks, and public spaces. The signage designs will be aesthetically aligned with the city's character, verifying they contribute to the overall visual coherence of the urban environment.

E. PARKING NEEDS ANALYSIS

Our Parking Needs Analysis will assess current and projected parking demands in Tarpon Springs, considering factors such as land use, population growth, and transportation trends. We will conduct field surveys, analyze parking utilization data, and engage with stakeholders to understand parking challenges and identify opportunities for improvement. Our analysis will include recommendations for optimizing existing parking resources, exploring the potential for shared parking arrangements, and integrating new technologies such as smart parking systems. The goal is to verify that parking solutions are sustainable, efficient, and supportive of the city's broader urban design objectives.

F. OPEN SPACE AND PUBLIC REALM

The creation and enhancement of Open Space and Public Realm areas are critical to fostering a sense of community and improving the quality of life in Tarpon Springs. Our approach will focus on designing inclusive, multifunctional public spaces that cater to a wide range of activities and user groups. We will prioritize the preservation and enhancement of natural features, such as waterways and green spaces, while also incorporating new amenities like playgrounds, plazas, and outdoor gathering areas. Our designs will emphasize connectivity, verifying that open spaces are easily accessible from surrounding neighborhoods and linked to a broader network of parks, trails, and recreational facilities. Additionally, we will incorporate sustainable practices in the design and maintenance of these spaces, verifying they remain vibrant and resilient over time.



LAND USE AND REDEVELOPMENT

A. COMPREHENSIVE, ACTIVITY CENTER & MULTIMODAL CORRIDOR PLANS

This approach will involve the development of a Comprehensive Plan, which serves as a long-term vision and policy document outlining overall development and land-use strategies for the City of Tarpon Springs. It will cover topics such as transportation, housing, economic development, open spaces, and infrastructure. We will also focus on Transportation and Corridor Plans that address transportation and mobility issues, proposing strategies to improve systems, reduce congestion, enhance public transit, and promote active transportation modes like walking and cycling.

B. LAND DEVELOPMENT CODES (TRADITIONAL)

We will define specific Land Development Regulations that set out permitted uses and development standards for each zone within Tarpon Springs, verifying appropriate land use and consistent urban growth. This will be supported by Development Review Submittals, where Halff staff provide planning support, landscape architectural and arborist reviews, as well as engineering and stormwater reviews.

C. FORM BASED CODES

Our design approach will incorporate Urban Design Guidelines to verify that new developments and buildings align with the city's character and aesthetics. These guidelines will cover architectural styles, building heights, public spaces, and more, verifying that the form-based codes contribute to a cohesive and attractive urban environment.

D. SIGN REGULATIONS

The development of Gateway, Wayfinding, and Signage Plans for Tarpon Springs will focus on enhancing the city's identity and improving navigation for residents and visitors. We will design gateway features that celebrate the unique cultural and historical heritage of Tarpon Springs, and our wayfinding strategies will include clear, consistent signage that is aesthetically aligned with the city's character.

E. STATION AREA PLANS/TRANSIT ORIENTED DEVELOPMENT

Transportation and Corridor Plans will be integrated with Station Area Plans to support transit-oriented development. This will enhance connectivity and accessibility around key transit hubs, verifying that the city's transportation infrastructure supports sustainable growth.



F. SCENARIO PLANNING

Incorporating Scenario Planning and advanced visualization tools, we will explore various future development scenarios for Tarpon Springs. This will help stakeholders and community members understand potential impacts and benefits, facilitating informed decision-making and verifying that development aligns with the city's long-term vision.

G. SPECIAL AREA PLANNING

Special Area Planning will address the unique needs of specific neighborhoods or districts within Tarpon Springs. This includes tailored strategies for economic development, cultural preservation, and enhancing the character of each area while aligning with the city's overarching goals. This will also involve Historic Preservation Reports to identify and protect historic buildings, landmarks, and cultural heritage sites within the city.

H. TREE CANOPY PRESERVATION ORDINANCES

Halff will conduct an arborist evaluation to identify any potential "Grand Tree" on site, verifying compliance with Tree Canopy Preservation Ordinances. Our design approach will prioritize the preservation of existing trees and the integration of new plantings to enhance the city's green infrastructure and urban canopy.

I. ENVIRONMENTAL PROTECTION / BIOLOGIST SERVICES

Our Parking Needs Analysis and corridor planning efforts will incorporate environmental protection measures. We will assess the environmental impact of proposed developments and parking demands, verifying that solutions are sustainable and support the city's broader environmental goals. Additionally, our ecosystem, habitat, and wildlife corridor planning efforts will focus on preserving biodiversity, maintaining habitat connectivity, and supporting sustainable development in Tarpon Springs.



HISTORIC PRESERVATION

A. ARCHAEOLOGICAL AND HISTORIC RESOURCE SURVEYS

KSK Preservation has extensive experience in both historic resource surveys and conditions assessments that include the built environment, landscapes, and other types of structures such as bridges, canals, and railway corridors. Our survey work includes assisting clients with appropriate scopes, determination of boundaries, field work and photography, research and preparation of historical narratives, map preparation, and Florida Master Site File preparation. Some of our state projects (FDOT) also included an archaeological component, and we do have an archaeologist if needed. We provide archaeological and historic resource surveys to Miami-Dade Expressway Authority on an ongoing basis.

Another type of “historic resource survey” are Existing Conditions Assessments and Reports. These are an important initial step for subsequently determining project budgets, identifying critical needs and endangerments, proposing phases for large-scale projects, and helping prioritize funding. Conditions assessments typically include the preparation of historical narratives, photography of a building’s interior and exterior, and a detailed review of observable conditions from the roof to the foundation. Conditions Assessments that KSK Preservation prepared include the Stone House at the Charles Deering Estate in Miami for Miami-Dade County, Orchid Jungle for Miami-Dade County Parks and Recreation, the Congregational Church in Coral Gables and the Butler House in Deerfield Beach.

CPC team members have varied experience managing historic resource survey projects, from reconnaissance-level to specific historic districts. This expertise includes scoping such surveys, soliciting consultant assistance and managing the project, and reviewing final products of historic surveys before completion. CPC also has participated in completion of historic resource surveys including field work and drafting narrative components of historic resource surveys. CPC can assist with identifying potential areas for survey, scoping the survey, establishing survey methodology, and assisting with historic research and narrative components of the survey report. CPC has assisted with various components of survey projects across Florida in Fernandina Beach, Nassau County, Sarasota, Jacksonville, and Miami-Dade County.

B. PRESERVATION PLANNING

CPC team members have years of experience in preservation planning, from drafting comprehensive plan elements to working on more specialized preservation plans for cultural resources such as cemeteries. Preservation planning efforts are viewed holistically so that historic preservation is connected to larger long-range planning and integrates preservation into important issues facing communities today like affordable housing, resilience, sea level rise and flooding, sustainability, and inclusivity. Specific planning experience includes drafting the City of Fernandina Beach Preservation Element in the City’s Comprehensive Plan, drafting preservation planning recommendations for the cities of Marathon and Titusville, completing consistency reviews for preservation with the Miami-Dade Comprehensive Development Master Plan, working on cemetery



master plans in Fernandina Beach and Bradenton, and managing long-range strategic planning efforts such as the West Nassau Heritage Preservation Plan in Nassau County. Additionally, Adrienne Burke is a National Alliance of Preservation Commissions trainer and teaches preservation planning to local governments across the country.

C. NATIONAL REGISTER EVALUATIONS AND NOMINATIONS

KSK Preservation is proficient at NR nominations, as well as preparing federal tax credit applications for projects that often result from a successful nomination. Our firm prepared the National Register nomination for Barry University in Miami Shores, a district that was listed in 2019 which led the school to successfully obtain preservation grants for the restoration of several key buildings. We worked closely with State architects on a federal historic tax credit for the restoration of the NR designated La Palma Hotel in Coral Gables. Ms. Kauffman is the Vice-Chair of the State's National Register Review Board and is currently preparing an NR nomination for a theater in Gainesville, Florida.

D. ARCHAEOLOGICAL MONITORING AND EXCAVATIONS

Our team will provide Archaeological Monitoring and Excavations during construction and development projects to verify that any potential archaeological resources are identified and protected. This proactive approach minimizes the risk of damaging historical artifacts or sites, and supports compliance with local, state, and federal preservation regulations.

E. MEMORANDA OF UNDERSTANDING AND MEMORANDA OF AGREEMENT

Ms. Kauffman has experience in the preparation of MOUs and MOAs, which included coordination between stakeholders, appropriate government agencies, the SHPO (State Historic Preservation Officer) and Tribal leaders. We are familiar with consulting with the Advisory Council on Historic Preservation for best practices, especially during particularly challenging projects such as the restoration vs replacement issue of the Venetian Causeway in Miami. Project Advisory Groups were organized between 2014 and 2017, with an MOU finally executed in 2022. Ms. Kauffman successfully navigated a crucial MOA between Miami-Dade County and the SHPO for a development effort within the Miami International

Airport complex. In relation to the MOUs and MOAs, KSK Preservation is very knowledgeable of Section 106 regulations and its process, having performed Section 106 reviews for many government agencies including the City of Fort Pierce, the City of Miami, Miami-Dade County and the City of Gainesville.



F. TRAINING AND WORKSHOPS

CPC team members have conducted countless trainings and workshops over the past 20 years related to a variety of planning topics. With regards to preservation, workshops and trainings have included the following topics: design guidelines, preservation ordinances, preservation planning, preservation law, preservation for realtors, historic preservation 101, differences between local and national designation, inclusion in preservation, cemetery master planning, Main Street designation, intersection of preservation and sea level rise/flooding, and community engagement and outreach for preservation. CPC team members are comfortable with presenting to a variety of audiences and in a variety of settings from elected officials to community groups. Adrienne Burke is a National Alliance of Preservation Commissions trainer and teaches preservation to local governments across the country.

G. HISTORIC DISTRICT AND BUILDING SURVEYS

Ms. Kauffman has done numerous survey projects since 2001, most of which resulted in the designation of those properties and districts. Five of the six historic districts in the City of Fort Pierce were a result of Ms. Kauffman's work. In 2020, KSK Preservation performed a 5-District survey of all the residential districts, and in 2021 was hired to survey Delray Beach's downtown commercial corridor of Atlantic Avenue. An important aspect of district and building survey is the completion of Florida Master Site File forms, which Ms. Kauffman has submitted over 1300 of to the State. Ms. Kauffman is a regular guest lecturer in historic preservation classes at the University of Florida. This semester she is assisting a class that is teaching traditional survey methods as well as using the latest technology to make survey work more efficient, using a data collection application created by the University of Florida that will auto-populate the State's Florida Master Site File forms.

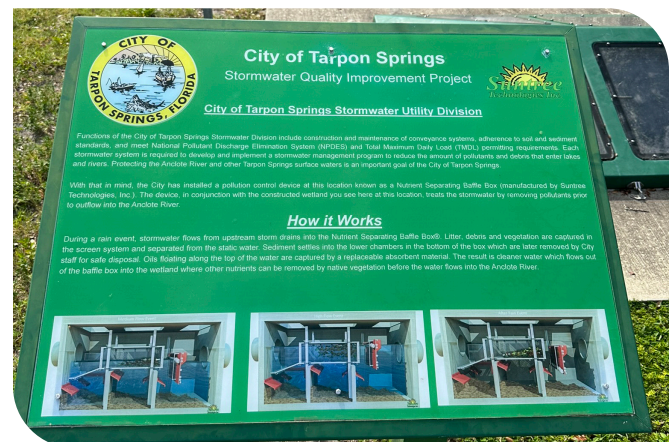
H. CULTURAL RESOURCE ASSESSMENT SURVEY (CRAS) REPORTS

The KSK Preservation team has provided cultural resource assessment reports for State review, including archaeological, building, and cultural landscape surveys. We follow all State requirements as outlined in Chapter 1A-46 (Standards and Guidelines for Reports) and Federal regulations including those outlined in 36 C.F.R. Part 800: Protection of Historic Properties. We are very familiar with the Division

of Historical Resources' "Module 3," which outlines the methodology, report inclusions, and deliverables for both Phase I and Phase II CRAS necessary for compliance with state submittal requirements. KSK has been part of consulting teams in large-scale federal and state transportation projects requiring cultural resource surveys and is an ongoing consultant to Miami-Dade Expressway Authority for such purposes.

I. HISTORIC/HERITAGE/ CULTURAL/CONSERVATION DISTRICT GUIDELINES AND REGULATIONS

CPC team members have extensive expertise with historic, heritage, cultural, conservation district guidelines and regulations. Knowledge of preservation law and regulations combined with years of local government experience in Florida have positioned CPC well to support these types of preservation projects. CPC stays engaged in national preservation conversations around best practices for district guidelines and regulations including inclusion of cultural significance and intangible heritage, bringing historic preservation beyond just architecture. CPC additionally has experience drafting a variety of land development code updates beyond preservation and this familiarity is beneficial to understanding how preservation can be comprehensively addressed throughout code sections related to other planning issues. Past projects include drafting updates to the City of Fernandina Beach preservation ordinance, management of design guideline update projects in Fernandina Beach and Miami-Dade County, and working on architectural components of a transect-based overlay in Nassau County. Current projects include drafting a cultural zoning overlay for a historically African American neighborhood in Jacksonville and updating historic preservation policy in Bozeman, MT.



COMMUNITY RESILIENCE

A. COMMUNITY RESILIENCE SERVICES

Community resilience is the ability of a community to withstand, adapt to, and recover from adverse events. For the City of Tarpon Springs, Halff brings extensive experience to bolster community resilience through strategic planning and implementation.

B. HAZARD MITIGATION AND PRE-DISASTER MITIGATION

Halff's experience in hazard mitigation and pre-disaster preparedness is exemplified through our work with the America's Water Infrastructure Act (AWIA) of 2018. This legislation requires community and wholesale water systems serving over 3,300 people to conduct risk and resilience assessments and certify their compliance with the Environmental Protection Agency (EPA). In response to this mandate, Halff has formed a specialized team dedicated to helping communities meet these requirements efficiently, while also enhancing their resilience against a variety of threats.

Beyond our focus on utility risk assessments, Halff offers a broad range of services that support effective hazard mitigation and pre-disaster planning. These include asset management, Geographic Information Systems (GIS), Supervisory Control and Data Acquisition (SCADA) systems, utility financial management, cybersecurity, floodplain mapping, and emergency response planning. Our extensive operational history with utilities and municipalities allows us to deliver actionable insights and improvements that align with AWWA criteria and contribute to overall resilience. Halff helps communities proactively address potential hazards and implement strategies that enhance their ability to withstand and recover from disasters.

C. VULNERABILITY AND RISK ASSESSMENTS

Halff has been instrumental in advancing flood vulnerability assessments (VAs) across Florida. Our teams have significantly contributed to resilience

planning efforts in over 16 counties and 51 municipalities, driving substantial investments under the Resilient Florida Program. Our assessments span extensive areas throughout the state, including the Tampa Bay, Apalachee, Northeast, East Central, Central, and Emerald Coast regions.

In 2022, Halff conducted a thorough regional vulnerability assessment for the Apalachee Region. This assessment evaluated over 17,000 critical infrastructure assets across nine counties and 28 municipalities, providing valuable insights into regional risks and vulnerabilities. Building on this methodology, in 2023, we carried out a similar assessment for the Tampa Bay region. This project involved developing detailed flood inundation maps for seven counties and 19 municipalities.

Our recent projects highlight our ongoing commitment to vulnerability and risk assessments. Notable assessments include those for Port Richey, Fernandina Beach, Panama City, Pasco County, and Flagler County. We are also actively engaged in projects in DeLand, Marion County, and Lake County.

Halff's work often goes beyond statutory requirements to address emerging risks and long-term planning needs.

For instance, Pasco County's Risk and Vulnerability Assessment, developed by our team, incorporated a forward-looking 2100 planning horizon. This assessment not only addressed potential flood risks but also examined the impacts of extreme heat, with a specific focus on Holiday — a community adjacent to Tarpon Springs.

Our detailed focus area mapping for Holiday provides a deeper understanding of local vulnerabilities and supports targeted adaptation strategies.

D. ADAPTATION PLANNING

Halff's adaptation planning services are grounded in a collaborative, interdisciplinary approach that integrates skillsets across infrastructure, water, mobility, and placemaking. Our methodology is carefully aligned with the Florida Department of Environmental Protection's (FDEP) Adaptation Planning Guidebook, safeguarding that our strategies are both effective and compliant with state guidelines.

We take a holistic view in developing adaptation strategies, addressing a wide array of challenges through protection, accommodation, avoidance, managed relocation, and procedural adaptation. Protection strategies involve designing measures to shield communities from climate impacts, such as constructing robust sea walls or enhancing natural barriers. Accommodation focuses on adapting existing systems and infrastructure to changing conditions, like elevating buildings or implementing flexible design features. Avoidance entails making strategic decisions to prevent development in high-risk areas, thereby reducing exposure to potential hazards. Managed relocation involves strategically moving vulnerable populations and infrastructure to safer locations to mitigate long-term risks. Procedural adaptation updates policies and procedures to integrate climate considerations, reaffirming resilience in planning and development practices.

Our approach is not just about identifying these strategies but also about innovating and implementing them effectively through our design and engineering teams. For instance, in Port Richey and Panama City, we developed tailored adaptation plans that address specific local vulnerabilities and enhance community resilience. Our current efforts in DeLand and Marion County continue this work.



One notable project was our adaptation planning work in St. Pete Beach, where we led a design-based initiative. This project involved a comprehensive analysis of local neighborhood conditions to understand specific vulnerabilities. We crafted conceptual designs aimed at reducing nuisance flooding, mitigating potential damage to structures and infrastructure, and enhancing resilience to sea level rise.

E. RESILIENT DESIGN AND CRITICAL INFRASTRUCTURE PROTECTION

Halff's flood mitigation design philosophy centers on creating infrastructure solutions that enhance long-term flood resilience while improving community quality of life. Our projects include large-scale civil infrastructure such as regional detention systems, tunnels, dams, and levees.

A notable example is our work on the Capital Cascades Trail and Cascades Park in Tallahassee. Since 2002, Halff has been instrumental in developing a green urban corridor with extensive stormwater management features. Cascades Park, situated on a former EPA Superfund site, functions as a "floodable" park designed to manage significant rainfall and provide flood relief for approximately 1,478 acres, including the St. Augustine Branch.

In Texas, Halff is leading the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel project, a \$320 million endeavor and the largest tunnel construction currently in the U.S. This 5-mile tunnel will offer 100-year flood protection for nearly 2,200 properties in east Dallas. Our team developed XPSWMM hydrodynamic models and detailed construction plans, including a 30,000 gpm dewatering station, to reinforce the tunnel's effectiveness in managing stormwater and alleviating flood risks. We seek opportunities to integrate flood infrastructure design with water quality improvements and water supply efforts, making sure a holistic approach to water management.

F. GREEN INFRASTRUCTURE PLANNING

Halff's multidisciplinary team includes engineers, modelers, planners, and landscape architects experienced in Green Infrastructure and sustainable design. We are proficient in the use of the Envision™ rating system and are dedicated to addressing the challenges associated with Green Infrastructure.

Key challenges include fostering collaboration across different engineering disciplines and municipal departments, developing measurable and achievable design criteria, and making sure effective maintenance. Our Green Infrastructure and Low Impact Development (LID) techniques aim to mitigate development impacts, maintain pre-development stormwater runoff conditions, encourage infiltration and groundwater recharge, reduce pollutant loading in drinking water, and promote water conservation and reuse practices. Halff's approach involves overcoming these challenges through continued innovation and collaboration.

The two largest hurdles to implementing LID are usually cost and maintenance. It does typically cost more than conventional drainage methods. The challenge becomes whether you can turn an unsightly drainage feature into a more aesthetically pleasing amenity for the site. By being a good steward of the land and incorporating LID design, you can potentially create more developable area with a greater return on investment that can offset LID costs. The bottom line is LID components may not be possible for every project, but they can play a large role in a development's stormwater management program.

G. POST-DISASTER RECOVERY, REDEVELOPMENT, AND HOUSING

Halff brings a wealth of experience in post-disaster recovery, redevelopment, and housing, all of which are essential to supporting the City of Tarpon Springs in navigating its recovery journey. Our approach combines technical proficiency with a deep commitment to community engagement, confirming that our solutions are both effective and reflective of local needs.

In the realm of post-disaster recovery, Halff has a solid track record of guiding communities through the complex process of rebuilding and revitalization. We excel in conducting detailed damage assessments, which utilize advanced technologies to evaluate the extent of impact and prioritize recovery efforts. Our experience extends to developing comprehensive recovery strategies that address both immediate needs and long-term resilience. We work closely with federal and state agencies to secure essential resources and funding, reassuring that recovery efforts are well-supported and aligned with broader disaster management frameworks.

Halff's approach to land use planning and zoning is strategic, focusing on identifying redevelopment opportunities that enhance safety and sustainability. We provide critical support in designing and upgrading infrastructure, such as transportation networks and utilities, to make sure they are resilient against future disasters. We conduct thorough housing needs assessments to understand the specific requirements of displaced populations and identify gaps in housing availability.

H. HAZARD MITIGATION GRANT PROGRAM ACTIVITIES

Securing funding is critical for successful project implementation. Halff's experience in identifying and securing grants includes navigating the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA). The IIJA, passed in 2021, represents the largest infrastructure investment since the New Deal, while the IRA provides additional funding for renewable energy and other projects.

Halff has obtained over \$100M in grants for clients over the past decade. Lisa King, Halff's Grant Funding Strategy Lead, has secured a total of \$300M in state and federal grants throughout her career, demonstrating our capability to support clients in accessing essential funding resources.

The Hazard Mitigation Grant Program (HMGP) is a cornerstone of FEMA's strategy to reduce disaster risk and mitigate future hazards. Halff's extensive knowledge in this area allows us to provide crucial support to the City of Tarpon Springs in navigating the complexities of hazard mitigation funding. Our approach begins with identifying and securing grant opportunities through HMGP, confirming that we guide clients through the multifaceted application process. This includes reinforcing compliance with federal guidelines and maximizing the likelihood of securing essential financial resources.

I. NATIONAL FLOOD INSURANCE PROGRAM ACTIVITIES

Halff's involvement with the National Flood Insurance Program (NFIP) reflects our deep commitment to effective floodplain management and resilience. Our extensive experience with FEMA's mapping programs has positioned us as a key player in creating accurate and actionable flood risk information. We conduct

detailed Hydrology & Hydraulics (H&H) studies and develop Flood Insurance Rate Maps (FIRMs) to provide communities with essential data for floodplain management and insurance planning.

As a Cooperating Technical Partner (CTP) with FEMA's Risk MAP Program, Halff collaborates with FEMA and other partners to improve floodplain mapping and risk communication. This role involves contributing technical knowledge and supporting the development of updated flood risk data. Our understanding of NFIP regulations is pivotal in assisting communities with compliance, including implementing effective floodplain management practices and updating local regulations.

J. POST DISASTER HOUSING PLAN

A Post-Disaster Housing Plan is essential for the City of Tarpon Springs to verify rapid and effective recovery in the aftermath of a disaster. This plan outlines strategies and procedures for providing temporary and permanent housing solutions to residents who may be displaced due to natural disasters, such as hurricanes or flooding. It involves identifying potential sites for temporary housing, streamlining the permitting process for rebuilding, and coordinating with local, state, and federal agencies to secure resources and support. The plan also considers the needs of vulnerable populations and aims to rebuild in a way that enhances community resilience and reduces future risks. By having a comprehensive Post-Disaster Housing Plan in place, Tarpon Springs can better protect its residents, maintain social cohesion, and have an efficient recovery process.

K. CONSERVATION EASEMENTS AND INCENTIVES

Conservation easements are vital for preserving natural resources and open spaces, offering landowners

financial and environmental benefits. Halff's approach to conservation easements involves working closely with landowners and communities to design and implement effective conservation strategies. We provide guidance on the legal and practical aspects of establishing easements, reinforcing they meet conservation objectives and comply with regulatory standards.

In securing funding and incentives for conservation efforts, Halff identifies and leverages various financial mechanisms, including federal and state grants and tax benefits. Our proficiency in navigating these resources helps landowners achieve their conservation goals. We also focus on the long-term management of conservation easements, assisting with monitoring and enforcement to make sure that conservation commitments are maintained over time.

L. ENERGY PLANNING FOR SUSTAINABILITY

Energy planning for sustainability is essential for developing resilient, efficient, and environmentally responsible energy systems. Halff's knowledge in this field supports the City of Tarpon Springs in transitioning to sustainable energy practices. Our approach includes implementing energy efficiency programs designed to reduce consumption and operational costs. We conduct comprehensive assessments of current energy use, identify opportunities for improvement, and recommend strategies for energy savings.

Access to funding and incentives for energy projects is a critical aspect of our support. Halff helps communities navigate various financial mechanisms, including federal and state grants, tax credits, and other resources. Additionally, we focus on enhancing energy resilience, developing strategies to improve system reliability, incorporate backup power solutions, and address the potential impacts of climate change.

Trusted Advisors in Navigating Uncertainty

Halff has a proven track record of supporting municipalities, counties, regional planning councils, and state agencies across a broad geographic footprint covering both coastal and inland areas. Halff has played a pivotal role in helping communities of all sizes respond to climate-related shocks and stresses, offering tailored solutions that enhance resilience and promote long-term sustainability.

COMMUNITY DEVELOPMENT AND REDEVELOPMENT

A. AFFORDABLE HOUSING STUDIES & NEEDS ANALYSIS

Our approach to Affordable Housing Studies & Needs Analysis involves a comprehensive assessment of current and future housing demands within the City of Tarpon Springs. We will analyze demographic trends, income levels, and housing market conditions to identify the need for affordable housing. This analysis will support the development of targeted strategies to address housing shortages and promote equitable access to housing for all community members.

B. COMMUNITY REDEVELOPMENT AREA (CRA) PLANNING

For Community Redevelopment Area (CRA) Planning, we will work closely with stakeholders to revitalize and rejuvenate designated areas within Tarpon Springs. Our planning process will involve identifying opportunities for economic development, infrastructure improvements, and community engagement, with the goal of creating vibrant, sustainable neighborhoods that reflect the needs and aspirations of residents.

C. AFFORDABLE HOUSING AND MIXED-USE DESIGN PLANS

We will develop Affordable Housing and Mixed-Use Design Plans that integrate residential, commercial, and public spaces in a cohesive manner. Our designs will prioritize accessibility, sustainability, and community integration, promoting a balanced approach to urban development that meets the needs of diverse populations while enhancing the overall quality of life in Tarpon Springs.

D. TRANSITIONAL HOUSING AND TENANT RELOCATION SERVICES

Our team will provide Transitional Housing and Tenant Relocation Services to support residents affected by redevelopment projects. This includes identifying suitable temporary housing options, coordinating relocation logistics, and offering support services to minimize disruption and assist residents in transitioning smoothly to new accommodations.

E. ARCHITECTURAL SERVICES

Although Halff does not offer architectural services in house, we have a number of partners we will engage based on project needs. Architectural services are a fundamental aspect of community development and redevelopment in the City of Tarpon Springs. These services involve the planning, design, and implementation of projects that enhance the aesthetic, functional, and cultural value of the city's built environment. In the context of community development, architectural services play a crucial role in creating spaces that reflect the unique character of Tarpon Springs, promoting a sense of place and community identity. For redevelopment projects, these services are essential in revitalizing older neighborhoods and commercial areas, verifying that new developments are harmonious with the existing urban fabric while meeting modern standards for sustainability and resilience. By integrating high-quality architectural services into community development and redevelopment efforts, Tarpon Springs can foster vibrant, attractive, and livable spaces that support the city's long-term growth and prosperity.



F. LANDSCAPE ARCHITECTURAL SERVICES

Our Landscape Architectural Services aim to create attractive, functional, and sustainable outdoor spaces that enhance the livability of Tarpon Springs. We will design parks, streetscapes, and open spaces that foster community interaction, support local ecosystems, and contribute to the city's aesthetic and environmental goals.

G. DEVELOPER QUALIFICATIONS EVALUATIONS

In Developer Qualifications Evaluations, we will assess the credentials, experience, and track records of developers interested in participating in community redevelopment projects. Our evaluations will help identify qualified partners who are capable of delivering high-quality projects that align with the city's vision and standards.

H. CONSTRUCTION ADMINISTRATION SERVICES

We provide Construction Administration Services to oversee the construction process, from groundbreaking to project completion. Our team will monitor construction activities, coordinate with contractors, and manage project timelines and budgets, all while maintaining the highest standards of quality and safety.

If desired, Halff will also prepare the construction documents and technical specifications. Based on your preference, we can assist the City in assembling the "front end" construction documents, including

quantity tabulation, contract summary scope narrative, and other necessary documents. Halff is experienced in assembling bid books, hosting pre-bid meetings, and providing support to municipal purchasing departments. Additionally, we have assisted clients with "piggybacking" on existing local government construction contracts, often resulting in time savings and better unit prices.

Once construction begins, Halff can provide Construction Engineering Inspection (CEI) services to monitor the site construction and verify that the project is being built according to the approved plans and specifications.

I. PERMIT READY RESIDENTIAL AND MIXED-USE PLANS AND RENDERINGS

Our approach includes delivering Permit Ready Residential and Mixed-Use Plans and Renderings that are fully compliant with local regulations and ready for immediate implementation. These plans will be developed with attention to detail, considering all aspects of design, functionality, and community impact, to facilitate a smooth approval process and successful project execution.



RECREATION MASTER PLANNING

A. RECREATION FACILITY NEEDS ANALYSIS, INCLUDING RECOMMENDED LEVELS OF SERVICE

Comprehensive Needs Analysis

In order to provide a comprehensive needs analysis, it is essential to take inventory of both current and future needs. This is where our design team puts their boots on the ground and walks through all of the recreational facilities such as parks, open spaces, aquatic facilities and community centers to provide a condition assessment of existing recreation facilities and program offerings. This assessment includes, but is not limited to, vegetation and canopy trees, site furnishings, historical elements, amenities along with regular uses and programs utilizing the space. Through inventory analysis and ranking existing recreation facilities and program offerings, Halff and the City can work together identifying the level of improvements for each site, preservation of existing amenities and any gaps.



Pinellas Trail, Tarpon Springs

Maintenance and Budgetary Considerations

Halff understands that the success isn't always the at the finish line of a project but it is what happens after a project is completed. Being good stewards of not only to the environment but also to our clients is a hallmark of a project well done. By working closely with the City, we gain valuable insights into the specific needs and constraints to be taken into consideration. This allows us to tailor our recommendations and any design guidelines to help promote the longevity and optimal performance of the facilities.

Community Engagement

Community engagement is a critical component to any public planning project. At Halff, we enjoy getting the opportunity to meet with residents and business owners to view existing and future projects through their lens and better understand why they chose to be a part of the community. Our goal to share and educate

the community on the process, gain community feedback, and identify and address any potential concerns or challenges that may exist. By fostering open communication and collaboration, we aim to create a plan that truly reflects the community's needs and aspirations.

Creating a Vision for the Future

Halff will take a bird's eye approach to create a vision that promotes continuity and equity across all recreational facilities. By establishing guidelines, Halff will outline the core values and aesthetic principles that define the community's identity, fostering a sense of harmony and continuity throughout all recreational spaces. This will also allow for creative designs and elements at each facility, allowing individual character while adhering to the overarching vision.

Implementation

Based on findings from the previous activities, Halff collaborate with the City to develop a comprehensive implementation plan. This plan will serve as a roadway for prioritizing needs and outlining goals over a specified period along with providing a clear and structured approach. In addition to detailed timelines, budget considerations, and specific actions needed to achieve outlined goals.

B. ECOSYSTEM, HABITAT AND WILDLIFE CORRIDOR PLANNING

Ecosystem, habitat and wildlife corridor planning is a vital conservation strategy aimed at preserving biodiversity and reaffirming the resilience of ecosystems. Halff utilizes this approach to focus on creating and maintaining connections between fragmented habitats, providing protected corridors which allow wildlife to move freely and safely across landscape. By identifying critical habitats in advance and mapping potential corridors within projects to maintain and promote habitat connectivity, our team of planners and scientist can design pathways that facilitate species migration, genetic exchange, and adaptation to environmental changes. These corridors often incorporate a mosaic of habitats and natural features, and, where appropriate, man-made features and structures to provide safe wildlife crossings.

Halff recognizes the crucial importance of engaging local communities, landowners, and policymakers to align conservation efforts with social and economic interests, making sure long-term support and sustainability. Implementation of involves establishing

protected areas, restoring degraded habitats, and managing land use to maintain corridor integrity, which may include reforestation, controlling invasive species, and mitigating human-wildlife conflicts. Continuous monitoring and adaptive management are essential to evaluate the effectiveness of corridors and implement required management needs, tracking wildlife movements and habitat changes to make sure the sustained functionality of the corridors. By integrating ecological science with practical conservation strategies, ecosystem and wildlife corridor planning helps preserve biodiversity, enhance ecosystem resilience, and support sustainable development, ultimately fostering a harmonious coexistence between nature and human activities.

C. OPEN SPACE AND PARK PLANNING

Open Spaces and Parks are an important component and amenity to any community. Developing meaningful open spaces and parks are extremely important not only for the area it will be serving but also for providing connectivity within and through the City. Halff takes a unique approach by incorporating equity as a part of equality within specific communities that maintains a measurement for a successful open space and park should include the following:

- Connectivity is determined by how well a park of open space is integrated with its surrounding environment. It involves identifying amenities, pedestrian and vehicular connections, future connection with other parks and trail projects.
- Safety is a crucial aspect of any public space. This includes adequate lighting to provide visibility during evening hours, clear sight lines to prevent hidden areas, and regular maintenance to keep the area clean and free of hazards. Enhanced cleanliness also contributes to a sense of safety, as a well-maintained park is less likely to attract vandalism or other negative behaviors.
- A successful park should foster a sense of community. This can be achieved through activating the space with amenities to encourage social interaction such as picnic areas, playgrounds, sport facilities, and planned events.
- Offering a variety of activities and programs can make a park more attractive and useful to a wider range of people. This includes providing design considerations that include multiple generations and user groups.

- Providing a maintained park goes beyond just the upkeep. It involves considering how the space can drive local economics by attracting both neighborhood residents and visitors. The goal is to provide a connection or the ability to go on a day “adventure” to experience the City of Tarpon Springs.

D. AQUATIC FACILITY PLANNING AND MANAGEMENT

Aquatic Facility Planning and Management is a key component of recreation master planning in the City of Tarpon Springs, aimed at enhancing the community’s recreational offerings and promoting public health and wellness. This process involves the strategic design, development, and management of aquatic facilities such as swimming pools, splash pads, and water parks to meet the needs of residents of all ages. Effective planning verifies that these facilities are accessible, safe, and sustainable, incorporating features that cater to diverse recreational and competitive uses. Management focuses on maintaining high standards of cleanliness, safety, and operational efficiency, as well as offering programs that encourage community engagement and active lifestyles. By prioritizing Aquatic Facility Planning and Management within the broader recreation master plan, Tarpon Springs can provide high-quality aquatic amenities that enrich the lives of its residents and contribute to the overall vitality of the community.

We have a number of partners we use for aquatic management that we will engage if needed.

E. PROVIDING FOR RECREATION NEEDS WITHIN RESIDENTIAL DEVELOPMENTS.

Integrating recreational needs within residential developments is essential for fostering a vibrant and healthy community. By conducting a comprehensive needs assessment, we can identify the specific recreational preferences of residents and create a master plan that caters to a wide range of age groups and lifestyles. Thoughtful considerations include accessibility, safety, and sustainability; in addition to organized program activities such as group activities and community events.



Tarpon Spring Splash Park Playground

F. UTILIZING WATERFRONT IMPROVEMENTS FOR RECREATION, CLIMATE ADAPTATION AND COASTAL RESTORATION.

Halff has the experience and connections to work closely with the City of Tarpon Springs, U.S. Army Corps Engineering (USACE), Environmental Protection Agency (EPA), Southwest Florida Water Management District (SWFWMD), and other applicable agencies to develop solutions for preserving and enhancing the existing environment as well as long-term planning for the community's well-being. These improvements can facilitate recreational amenities such as kayaking, fishing, observation tower, and boardwalks to enhance the user experience. They also provide a picturesque and natural corridor that maximizes scenic views and educational opportunities.

Meanwhile climate restoration improvements may include green infrastructure, such as wetlands, mangroves, and vegetated buffers, which can help absorb storm surges, reduce flooding, and protect against erosion. These natural barriers also enhance biodiversity and provide habitats for wildlife, contributing to the overall ecological health of the area. Additionally, restoring natural shorelines, planting native vegetation, and removing of invasive species to improve water quality and increase resilience of coastal ecosystems.

As a result, these improvements can create sustainable and resilient communities that are better equipped to face future challenges while providing enjoyable and accessible spaces for residents and visitors alike.

G. RECREATION IMPACT FEE ANALYSIS

The recreation impact analysis for the City of Tarpon Springs evaluates how new construction projects affect local recreational services, factoring in the city's impact fee structure designed to mitigate the effects of growth. These fees, imposed on residential and nonresidential developments, help fund capital expenditures for parks and recreation, making sure that the city can maintain and enhance its recreational facilities as the population grows. Notably, the fees vary based on the type of construction, with residential units incurring a set fee per unit and nonresidential structures being charged per square foot. The analysis also considers exemptions for certain types of construction, such as government buildings or projects that don't add substantial new demand. By aligning development with resource management, this analysis supports the city's commitment to sustaining high-quality recreational opportunities for all residents.



Waterfront open field in Tarpon Spring Splash Park, next to Anclote River

Tab 5. Minority Business Status

Halff is not a MBE/DBE firm; however, we are committed to providing opportunities to MBE/DBE firms by proactively identifying MBE/DBE subconsultants and incorporating them into our project teams in meaningful roles. For this contract, we have included the following W/MBE firms: **Community Planning Collaborative, Vrana Consulting, Inc., SPG, and KSK Preservation, LLC.**

Halff is and will continue to be committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex, or national origin.

AFFIRMATIVE ACTION WILL BE TAKEN TO:

- 1** | Recruit, hire and promote all job classifications without regard to race, color, religion, sex, or national origin.
- 2** | Impose only valid requirements for promotional opportunities to make certain that promotion decisions are in accordance with the principles of equal employment opportunities.
- 3** | Make certain that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, training, will be administered without regard to race, color, religion, sex, or national origin.
- 4** | To make certain that all social and recreational programs sponsored for employees are open to participation without regard to race, color, religion, sex or national origin.

Each supervisor within the organization has the responsibility of supporting our Affirmative Action Program. The successful achievement of a non-discriminatory employment program requires the cooperation of all Halff employees. The President of the Company is responsible for the overall

Equal Employment Opportunity Program. These responsibilities include leading the way by establishing and implementing affirmative procedures and practices which will achieve the objective of equity to all individuals in employment opportunities.



Tab 6. Cost

PROFESSIONAL SERVICES RATES

Labor Category	Level	Low	Average	High
Engineer	I	124.40	129.18	178.85
	II	144.30	154.50	188.26
	III	185.77	203.32	304.54
	IV	240.50	259.14	320.64
	V	301.88	334.33	516.50
Scientist	I	97.86	102.53	110.30
	II	127.72	132.51	157.57
	III	161.72	180.89	199.04
	IV	223.92	236.63	258.75
	V	275.34	313.49	394.76
Landscape/Planner	I	96.20	100.93	107.81
	II	115.28	125.38	161.00
	III	163.38	168.37	185.77
	IV	199.04	215.09	243.82
	V	255.43	286.81	366.56
Surveyor	I	112.08	125.93	137.66
	II	131.10	136.23	144.90
	III	161.72	162.13	167.52
	IV	187.43	200.02	215.63
	V	227.24	261.85	359.93
Administrative	I	72.45	76.47	86.25
	II	87.11	94.29	107.81
	III	110.40	116.36	130.20
	IV	139.33	145.57	157.57
	V	218.94	274.06	362.25
CEI Services	I	86.25	96.29	127.82
	II	96.60	108.01	134.55
	III	109.54	120.28	150.94
	IV	138.00	151.90	208.99
	V	172.50	213.22	258.75

Tab 7. City Forms

RFP No. 2400115-P-JL

Rev 01/24

ACKNOWLEDGEMENT FORM

SUBMIT RESPONSES ELECTRONICALLY VIA BONFIRE

TO: PROCUREMENT SERVICES DEPARTMENT

MAILING ADDRESS: P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

TAX NUMBER: 85-8012621696C-2

NUMBER OF COPIES REQUIRED: One (1) electronic proposal. Proposers shall submit their responses electronically via Bonfire.

SUBMITTALS WILL BE OPENED:

AUGUST 28, 2024 @ 3:00 p.m.
Via Teams Calendar Invite – To be posted on Bonfire.

DEADLINE FOR WRITTEN QUESTIONS: August 7, 2024@ 5:00 p.m. Questions regarding this RFP should be directed to Janina Lewis, Procurement Services Director, at jlewis@ctsfl.us.

SUBMITTALS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE & TIME.

OFFEROR NAME: Half Associates, Inc.

OFFEROR MAILING ADDRESS: 1000 N Ashley Dr, Suite 900

CITY-STATE-ZIP: Tampa, FL 33602

TELEPHONE NUMBER: 904.720.2611

AUTHORIZED SIGNATURE: 

SIGNATORY'S NAME: Sean Lahav

SIGNATORY'S TITLE: Resilience Market Leader

RFP No. 2400115-P-JL

Rev 01/24

ADDENDA FORM

The City of Tarpon Springs intends to award a single contract or may award multiple contracts to a qualified firm(s) in accordance with the Scope of Services and all other requirements of the RFP documents.

ADDENDA: The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. 1 Dated 8/8/24

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA MAY CAUSE THE SUBMITTAL TO BE CONSIDERED NON-RESPONSIVE TO THE SOLICITATION. ACKNOWLEDGED RECEIPT OF EACH ADDENDUM MUST BE CLEARLY ESTABLISHED AND INCLUDED WITH THE OFFER.

Exceptions: Have you taken any exceptions to the specifications? YES OR NO. If YES, indicate them on a separate sheet marked EXCEPTIONS TO SPECIFICATIONS.

This submittal must be signed by a person authorized to act for the company in their own name. UNSIGNED SUBMITTAL will be cause for rejection.

Company Halff Associates, Inc.

Address 1000 N Ashley Dr, Suite 900

City Tampa State FL

Zip Code 33602

Telephone 904.720.2611

Signature  Date 08/28/2024

Signatory's Name & Title Sean Lahav, Resilience Market Leader

RFP No. 2400115-P-JL

Rev 01/24

EXCEPTIONS TO SCOPE OF SERVICES

Section / Paragraph No.

Description

I. GENERAL SCOPE OF THIS AGREEMENT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards of a professional practicing in the same field and in same or similar circumstances (the "standard of care"). No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, and employees shall be independent contractors at all times.
- B. Professional and Technical Services: It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to design problems and the approach or technique to be used towards accomplishment of the CITY'S objectives as set forth in the Scope of Services, which is made a part of this Agreement upon execution by both parties.
- C. The CONSULTANT shall be responsible for the professional quality; technical accuracy; timely completion; compliance with regulations, codes, and rules; and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement. If the CITY reasonably determines there is any breach of the standard of care in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said breach to the satisfaction of the CITY.
- D. Approval by the CITY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval, or acceptance of or payment for any of the services shall not 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.
- E. The CONSULTANT shall be and remain liable in accordance with applicable law for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT.
- F. The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless CITY, from, and against all liability and expense, including reimbursement of reasonable attorney's fees, in connection with

IV. GENERAL CONSIDERATIONS

- A. All final original sketches, reproducible Mylar drawings, computations, details, design calculations, and other documents and plans that result from the CONSULTANT'S services under this AGREEMENT shall become and remain the property of the CITY, including copyright rights, upon receipt of payment by the CONSULTANT from the CITY for services rendered in connection with preparation of said sketches, drawings, etc. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request.

Rev 01/24

RFP No. 2400115-P-JL

PROPOSAL FORMS

The information below is required to complete your proposal packet. Type or print only.

Company Name	Halff Associates, Inc.
Address 1	1000 N Ashley Dr, Suite 900
Address 2	
City	Tampa
State	Florida
Zip	33602
Ph. Number	904.720.2611
Project Point of Contact	Sean Lahav
e-mail address	slahav@halff.com
Remittance Information	
Address 1	Halff Associates, Inc.
Address 2	PO Box 678316
City	Richardson
State	Texas
Zip	75267-8316
Ph. Number	214.217.6409
Project Point of Contact	Jami Kubik
e-mail address	jkubik@halff.com
Federal Tax ID No.	75-1308699

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

Attach a Copy of W9 with this information.

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 70%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) HALFF ASSOCIATES, INC </td> <td style="width: 30%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above. </td> </tr> <tr> <td colspan="2"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____ </td> </tr> <tr> <td colspan="2"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐ </td> </tr> <tr> <td colspan="2"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> </td> </tr> <tr> <td colspan="2"> 5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 4897, DEPT 331 </td> </tr> <tr> <td colspan="2"> 6 City, state, and ZIP code HOUSTON, TX 77210 </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) HALFF ASSOCIATES, INC		2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____		3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>		5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 4897, DEPT 331		6 City, state, and ZIP code HOUSTON, TX 77210		7 List account number(s) here (optional)	
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6 City, state, and ZIP code HOUSTON, TX 77210																	
7 List account number(s) here (optional)																	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number 	Employer identification number 7 5 - 1 3 0 8 6 9 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 6/1/2024
------------------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

Rev 01/24

RFP No. 2400115-P-JL

RFP No. 240115-P-JL

Planning Support Services

REFERENCES – INCLUDE IN TAB 7

#1 Agency	City of St. Pete Beach	
Address	155 Corey Avenue	
City, State, Zip	St. Pete Beach, FL 33706	
Contact Person	Jennifer McMahon	
Telephone:	727.363.9274	Email: rddirector@stpetebeach.org
Date(s) of Service	2012-Ongoing	
Type of Service	Environmental, Landscape Architecture, Civil Engineering, Resilience, Planning	
Comments		
#2 Agency	Pasco County	
Address	8919 Government Drive	
City, State, Zip	New Port Richey, FL 34654	
Contact Person	Tim Wilson	
Telephone:	727.207.6723	Email: twilson@pascocountyfl.net
Date(s) of Service	2022-Ongoing	
Type of Service	Environmental, Landscape Architecture, Civil Engineering, Resilience, Planning	
Comments		
#3 Agency	City of Treasure Island	
Address	120 108th Avenue	
City, State, Zip	Treasure Island, FL 33706	
Contact Person	Stacy Boyles	
Telephone:	727.547.4575 x257	Email: stacy.boyles@mytreasureisland.org

Rev 01/24

RFP No. 2400115-P-JL

Date(s) of Service	2019-Ongoing	
Type of Service	Environmental, Landscape Architecture, Planning	
Comments		
#4 Agency	City of New Port Richey	
Address	6132 Pine Hill Road	
City, State, Zip	New Port Richey, FL 34668	
Contact Person	Robert Rivera	
Telephone:	727.853.1056	Email: riverar@cityofnewportrichey.org
Date(s) of Service	2012-Ongoing	
Type of Service	Environmental, Landscape Architecture, Civil Engineering, Planning	
Comments		
#5 Agency	Groundwork Jacksonville	
Address	101 W State St, Building A, Room 1003	
City, State, Zip	Jacksonville, FL 32202	
Contact Person	Kay Ehas	
Telephone:	904.401.0453	Email: kay@groundworkjacksonville.org
Date(s) of Service	2021-Ongoing	
Type of Service	Environmental, Landscape Architecture, Survey, Utility Coordination, Planning	
Comments		

Rev 01/24

RFP No. 2400115-P-JL

NON-COLLUSION AFFIDAVIT

I, Sean Lahav, depose and say that:

1. I am Resilience Market Leader of the firm of Half Associates, Inc., the firm submitting the response described in this Request for Proposals for: RFP No. 240115-P-JL, Planning Support Services, and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

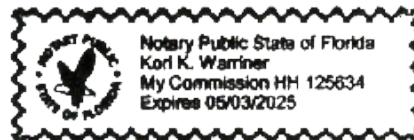
5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Tarpon Springs relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder:  Date: 08/28/2024STATE OF: Florida CITY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 26th day of 2024.

NOTARY PUBLIC

My Commission Expires: May 3, 2025



Rev 01/24

RFP No. 2400115-P-JL

DRUG FREE WORKPLACE CERTIFICATION

The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Name: Sean Lahav
(Typed or Printed)

Signature: 
Date: 08/28/2024

Rev 01/24

RFP No. 2400115-P-JL

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

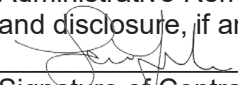
(Company) Halff Associates, Inc. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, Halff Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


 Signature of Contractor's Authorized Official
Sean Lahav, Resilience Market Leader

Name and Title of Contractor's Authorized Official
 Date: 08/28/2024

Rev 01/24

RFP No. 2400115-P-JL

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Sean Lahav

Title: Resilience Market Leader

Date: 08/28/2024

Signature: 

Rev 01/24

RFP No. 2400115-P-JL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR 29.110(a), by any federal department or agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Rev 01/24

RFP No. 2400115-P-JL

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Halff Associates, Inc.75-1308699015013165

Company (Bidder) Name

Tax ID Number

DUNS Number

Sean Lahav

Authorized Representative Name



Authorized Representative Signature

0PPK6CAGE Code issued through www.sam.gov

Identification Number

(If Social Security number

DO NOT enter)



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: Community Redevelopment Agency (CRA) &
Honorable Mayor and Board of Commissioners

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

DATE: 02/04/2025

SUBJECT: Increase Award Request for Proposal (RFP) No. 240115-P-JL, Planning Support Services

RECOMMENDATION:

Increase Award Request for Proposal (RFP) No. 240115-P-JL, Planning Support Services with multiple vendors (1) Stantec Consulting Services, Inc., 2) Halff Associates, Inc., 3) SB Friedman Development Advisors, LLC, 4) Inspire Placemaking Collective, Inc., 5) The Research Associates, and 6) Kimley-Horn and Associates, Inc.). The contract is for a five (5) year period from date of contract execution. Increase the aggregate annual not to exceed amount from \$150,000, to \$350,000, an increase of \$200,000 for City wide usage.

BACKGROUND:

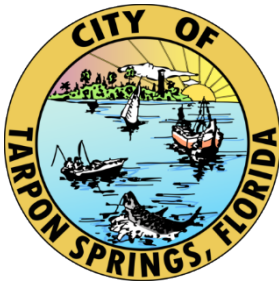
On October 15, 2024, the Board awarded the contract. The proposed increase in the annual aggregate amount is designated to fund updates to the City's CRA Master Plan (\$127,000) and tasks associated with updating the Special Area Plan and SmartCode regulating plan (\$41,000). As the total value of this Scope of Work exceeds \$150,000, staff is requesting an adjustment. Furthermore, additional professional services are expected to be utilized this fiscal year. The request seeks to raise the citywide limit for planning support services and broaden their scope to include CRA-funded projects.

FUNDING: As required by project.

Accepted by: 
City Manager

Attest: 
City Clerk





CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: Mayor and Commissioners

From: Charles Rudd, City Manager

Date: 10/9/25

Subject: Discussion and Direction on the Mission and Responsibilities of the Marine Commerce Committee

Staff is working on the language for the Resolution to reestablish the Marine Commerce Committee. We have written the draft very broadly and we need some direction on the Mission of the Committee and especially the items on which they will focus their attention. We have had discussions on supporting the remaining sponging industry in Tarpon Springs as well as the dredging the bayous and waterways in the next few years. Are there any other areas in which this committee will need to focus their attention such as the fishing industry (commercial and tourist), Boat Charters, Boat Construction, Marinas, etc.?

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, CREATING A MARITIME COMMERCE COMMITTEE; PROVIDING FOR MEMBERSHIP; PROVIDING FOR TERMS OF OFFICE; PROVIDING FOR DUTIES; PROVIDING FOR RULES OF PROCEDURE; PROVIDING FOR REPORTING RESPONSIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 8 of the City Charter authorizes the Board of Commissioners to appoint various boards and committees; and

WHEREAS, the Board of Commissioners at its regular meeting of Sept. 9, 2025, disbanded the Marine Commerce Committee after the Committee completed its goal of soliciting recommendations regarding the dredging of the Anclote River Federal Channel; and

WHEREAS, the Board of Commissioners understands the importance of its historic working waterfront to the economic well-being of the community and the quality of life of its residents; and

WHEREAS, the Board of Commissioners recognizes the economic benefits of preserving, maintaining, and furthering the working waterfront to achieve environmental and financial vitality for the future of the waterfront, the City of Tarpon Springs, its residents and visitors; and

WHEREAS, the Board of Commissioners desires to establish a committee for a broader purpose of protection, promotion, and revitalization of the working waterfront and waterways;

NOW, THEREFORE, be it resolved by the City Commission of the City of Tarpon Springs, Florida, that:

Section 1: Created: There is hereby created a Maritime Commerce Committee.

Section 2: Number of members: composition: The Board of Commissioners shall initially appoint five (5) regular members and two (2) alternate members of the Maritime Commerce Committee.

Section 3: Appointment and terms of members:

- a) The Board of Commissioners shall designate one regular member and one alternate member to serve a one-year term, two regular members and one alternate member to serve a two-year term, and two regular members to serve a three-year term. Committee members shall serve without compensation.
- b) Following the initial appointment of members of the Committee, the Board of Commissioners shall annually appoint persons to fill the positions of members whose terms have expired. Members of the Committee appointed shall serve three-year terms.

- c) Members of the Maritime Commerce Committee serve at the pleasure of the Board of Commissioners and may be removed from the Committee by the Board of Commissioners for any reason.
- d) If the position of a member becomes vacant for any reason, the Board of Commissioners shall appoint another person to serve the unexpired term of vacated position.
- e) No member shall serve more than a total of six (6) years.

Section 4: Qualifications for members:

- a. Whenever possible the Board of Commissioners shall appoint members to the Maritime Commerce Committee who are knowledgeable in waterways and have demonstrated expertise, training, education, interest, or experience in fields related to local marine fishery, maritime industry, environmental health and safety, and tourism.
- b. Members must meet the eligibility requirements of Section 8 of the City Charter, including being a resident of the City.
- c. City employees, elected City officials, members of other City Advisory Boards or Committees and appointed City officers may not serve as members of the Maritime Commerce Committee, as provided by the City Charter.

Section 5: Duties of the Maritime Commerce Committee: The Maritime Commerce Committee will provide recommendations for environmental resource protection, marine safety, commercial fishery operations, public access, retention and promotion of viable waterfront economies and tourist and cultural destinations, and revitalizing, renewing, and promoting interest in the waterfront.

Section 6: Duties of the City Manager: It is the desire of the Board of Commissioners that the Maritime Commerce Committee be empowered and enabled to provide meaningful and practical advice and recommendations regarding waterway matters.

- a) The City Manager or his/her designate is directed to provide such information, guidance, and assistance to the Maritime Commerce Committee as is necessary for the Committee to accomplish its duties in accordance with Board of Commissioners' direction.
- b) The City Manager or his/her designate shall act as liaison between the Board of Commissioners and the Committee.

Section 7: Election of officers; meetings:

- a. The Maritime Commerce Committee shall annually, in January of each year, select a chairperson and a vice- chairperson.
- b. The Committee shall meet at such times and such places as requested by the City Manager or his or her designate, after consultation with the Committee, as may be necessary to accomplish the Committee's duties.

- c. Alternate members of the Committee, by order of seniority of appointment, shall sit in place of absent regular members of the Committee at meetings of the Committee.
- d. Alternate members of the Committee, unless sitting in place of an absent member, shall not vote on any matter, but may speak on any matter before the Committee.
- e. A quorum for the conduct of business shall be not less than three regular and alternate members of the Committee.
- f. A majority of the voting members of the Committee present at a meeting shall be necessary to make any determination required by the Committee.
- g. Meetings of the Committee shall be open to the public, and minutes shall be kept. A public record of the Committee's minutes and resolutions shall be maintained and made available for inspection by the public.

Section 8. Robert's Rules of Order. Robert's Rules of Order, newly revised, shall be used for procedural rules in the absence of the adoption of alternative procedures.

Section 8: Effective Date: This Ordinance shall become effective upon passage and adoption.



Public Services Department

Memorandum

Date: October 8, 2025
To: Honorable Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Ron Harring, 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	Proposed Impact Fees	Option A: Remaining Useful Lift	Option B: Replacement Value
Water	\$2,253	\$4632	\$4,130	\$5,790
Wastewater	\$1,570	\$7888	\$3,340	\$9,860
Totals	\$3,823	\$12,520	\$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. ***Based on BOC feedback, staff propose adopting impact fees at 80% of full replacement value.***

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.

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

NOW, THEREFORE 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.~~ \$4632.

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.~~ \$7888.

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.