



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, NOVEMBER 4, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION: Reverend Curt Snare, St. Timothy Lutheran Church

PLEDGE OF ALLEGIANCE (5 Minutes)

PROCLAMATIONS (5 Minutes)

1. Veterans Day (Mayor John Koulianos)

PUBLIC COMMENTS (15 Minutes)

CONSENT AGENDA (5 Minutes)

2. Renew File No. 250100-C-AS, Laboratory Services (Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director)
3. Award File No. 260019-N-AS, Hach Equipment (Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director)
4. Award File No. 260020-N-AS, Digital Airport Advertising (Brandon Groc Cultural & Civic Services Director, Janina Lewis Procurement Services Director)
5. Increase File No. 210077-C-JL, Copier Lease (Janina Lewis Procurement Services Director)
6. Award File No. 260050-C-PH, Motorola Body and In-Car Cameras and Redaction Software (Suzanne Linton IT Director, Jeff Young Police Chief, Janina Lewis Procurement Services Director)
7. Award File No. 260051-C-PH, Data Center Modernization of City Hall and Police Department (Suzanne Linton IT Director, Janina Lewis Procurement Services Director)
8. Award File No. 260045-N-PH, Single Source Purchase of Beverages for Resale, Golf Course Snack Bar (Tom Kiger Public Services Director, Howard Hunt Golf Course Manager, Janina Lewis Procurement Services Director)

BUSINESS ITEMS

9. Internal Audit of Procurement Services Department Report #11_2025 (Billy Poulos Internal Auditor) (10 Minutes)
10. Fiscal Year 2026 Internal Audit Plan (Billy Poulos Internal Auditor) (10 Minutes)
11. 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) (20 Minutes)

12. Approve Change Order No. 3 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 **(Bob Robertson Project Administration Department Director, Janina Lewis Procurement Services Director) (5 Minutes)**
13. Downtown/Sponge Docks Shuttle Service Discussion and Direction **(Vice Mayor Mike Eisner) (20 Minutes)**

ORDINANCES AND RESOLUTIONS

BOARD AND STAFF COMMENTS (5 Minutes)

ADJOURNMENT (Estimate 8:10 pm)

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, our Veterans represent the very best of America. They have bravely answered the call to serve in the finest military force in the world, and they have earned the dignity that comes with wearing its uniform and defending our great flag; and

WHEREAS, on Veterans Day, we honor all Americans who have served in the Army, Navy, Air Force, Marines and Coast Guard, both in times of war and peace; and

WHEREAS, Veterans Day gives us time to pay deep respect to our Veterans; and

WHEREAS, we humbly thank our Veterans and their families as we remember and honor their service; and

WHEREAS, on Veterans Day we remember these heroes for their valor, loyalty, dedication, and encourage all Americans to recognize the fortitude and sacrifice of our Veterans through public ceremonies and personal thoughts and prayers.

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 November 11, 2025 as

VETERANS DAY

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 4th day of November 2025.

City Clerk & Collector

Mayor



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 250100-C-AS, Laboratory Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Renew File No. 250100-C-AS, Laboratory Services, utilizing City of Clearwater Contract No. 901972 (ITB 52-23) with Pace Analytical Services, LLC and Advanced Environmental Laboratories, Inc., effective November 3, 2025 through November 2, 2026, in an estimated annual amount not to exceed \$110,000, for the Public Services Department – Water and Wastewater Utility Divisions.

Background

On November 03, 2023, the City of Clearwater approved Contract No. 901972. On January 21, 2025, the BOC approved Contract File No. 250100-C-AS. On October 27, 2025, the City of Clearwater executed its first annual renewal. The City's Reverse Osmosis Water Treatment Facility (ROWF) and Advanced Wastewater Treatment Facility (AWTF) are required by their respective operating permits and Florida Administrative Code to conduct water quality analysis with a nationally accredited environmental laboratory. Many samples are required to be analyzed within hours for the results to be accepted by the lab and Florida Department of Environmental Protection. The purpose of this contract is to provide as needed laboratory testing services for the City's utility needs, including permit requirements, emergency testing, process monitoring, and clearance of new and repaired water lines. City staff compared contract pricing from two different local municipalities and deemed the subject City of Clearwater contract with Pace Analytical Services, LLC to be in the City's best interest. Annual contract expenditure is approximately \$93,000. The requested renewal authorization includes a 2.9% price increase and 15% contingency for as needed sampling during the new permits issued throughout the year (see attached memo). This contract has one (1) annual renewal option remaining through November 2, 2027.

Funding

FY26 budget; account nos. 402-4603-536.3400 – AWTF; 402-4305-536.3400 – ROWF; 402-4302-536.3400 – Water Quality

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 23, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director TK
Raymond Page, Utilities Superintendent

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

Subject: Authorize renewal of contract File No. 250100-C-AS, utilizing City of Clearwater ITB 52-23, Contract 901972 Laboratory Services with Pace Analytical Services Inc.

Recommendation

Authorize a one (1) year renewal of contract File No. 250100-C-AS, utilizing City of Clearwater ITB 52-23, Contract No. 901972, for as-needed laboratory services from Pace Analytical Services, LLC, in the estimated annual amount not to exceed \$110,000.00 effective November 3, 2025, through November 2, 2026.

Background

The City's Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWTF) are required by their respective operating permits and Florida Administrative Code (FAC) to conduct water quality analysis with a nationally accredited environmental laboratory. Many of these samples are required to be analyzed within a matter of hours for the results to be accepted by the lab and the Florida Department of Environmental Protection (FDEP). The purpose of this contract is to have laboratory services available for all utility needs including permit requirements, emergency testing services, process monitoring, and clearance of new and repaired water lines to maintain safe and reliable service for our customers.

After comparing existing municipal laboratory service contract pricing options from Pace and Eurofins Laboratories last year, City staff determined that Pace Analytical Laboratory Services contract with The City of Clearwater ITB 52-23, Contract 901972 was the most economical option for us with two (2), annual renewable extensions available until November 2, 2027.

The requested spending authorization will provide capacity for the analytical needs for both the ROWTF and the AWTF to utilize these laboratory services for compliance with their respective FDEP

operating permits, and creating flexibility to allow staff to direct analytical and sampling needs to achieve the best value for the City. Annual spending on this contract is approximately at \$93,000 annually. The requested \$110,000 annual authorization amount includes a proposed 2.9% overall annual price increase, and a 15% contingency for as-needed sampling during the new permits issued throughout the year.

Funding

Funds have been budgeted in Wastewater Treatment Facility account 402-4603-536.3400, Reverse Osmosis Water Treatment Facility account 402-4305-536.3400 and Water Quality account 402-4302-536.3400 in the 2025/2026 Fiscal Budgets.



City of Clearwater

Public Utilities Department, Post Office Box 4748, Clearwater, Florida 33758-4748
1650 North Arcturus Avenue, Building C, Clearwater, Florida 33765-1945
Telephone (727) 562-4960, Fax (727) 562-4961

October 9, 2025

VIA EMAIL

MIKE.VALDER@PACELABS.COM

Pace Analytical Services
1800 Elm Street SE
Minneapolis, MN 55414

Attn: Mike Valder

**Re: Renewal of Annual Contract # 901972
11/3/25-11/2/26 LABORATORY SERVICES MASTER VENDOR**

Dear Mike:

The above-mentioned annual contract will expire on 11/2/2025, and we would like to renew it for an additional one (1) year term. This marks the second of three (3) renewal options available within this contract. The City of Clearwater requests your selection of one of the options provided below and return of this letter to the Public Utilities Department via email at puaccounting@myclearwater.com as soon as possible.

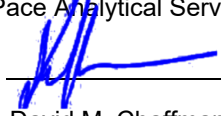
NOTE: As a condition of this renewal, the vendor agrees to furnish to the City of Clearwater an updated insurance certificate upon the original certificate's expiration related to this contract.

_____ **YES:** We offer to renew this contract under the original specifications, pricing, and terms and conditions for an additional one (1) year period.

 X **YES:** We offer to renew this contract and are requesting a price review and adjustment related to the price index noted in the contract's original terms and conditions. Documentation supporting this request is attached.

_____ **NO:** We do not wish to renew this contract for the following reasons:

Vendor: Pace Analytical Services, LLC.

Signature: 

David M. Chaffman

Title: Director of Sales

City of Clearwater:

Signature: 

Title:

Public Utilities Interim Director

cn=Michael Flanigan,
email=michael.flanigan@myclear
water.com, c=US
2025.10.27.08:00:10 -0400

Ryan Cotton, Councilmember
Mike Mannino, Councilmember

Bruce Rector, Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"



City of Clearwater

Public Utilities Department, Post Office Box 4748, Clearwater, Florida 33758-4748
1650 North Arcturas Avenue, Building C, Clearwater, Florida 33765-1945
Telephone (727) 562-4960, Fax (727) 562-4961

October 9, 2025

VIA EMAIL

SBELL@AELLAB.COM

ADVANCED ENVIRONMENTAL LABORATORIES
9610 PRINCESS PALM
TAMPA FL 33619

**Re: Renewal of Annual Contract # 901972
11/3/25-11/2/26 LABORATORY SERVICES MASTER VENDOR**

Ladies and Gentlemen:

The above-mentioned annual contract will expire on 11/2/2025, and we would like to renew it for an additional one (1) year term. This marks the second of three (3) renewal options available within this contract. The City of Clearwater requests your selection of one of the options provided below and return of this letter to the Public Utilities Department via email at puaccounting@myclearwater.com as soon as possible.

NOTE: As a condition of this renewal, the vendor agrees to furnish to the City of Clearwater an updated insurance certificate upon the original certificate's expiration related to this contract.

 YES: We offer to renew this contract under the original specifications, pricing, and terms and conditions for an additional one (1) year period.

 X **YES:** We offer to renew this contract and are requesting a price review and adjustment related to the price index noted in the contract's original terms and conditions. Documentation supporting this request is attached.

 NO: We do not wish to renew this contract for the following reasons:

Vendor:

Advanced Environmental Laboratories, Inc.

Signature:

Title:

Todd Romero/ Director of Client Services

City of Clearwater:

Signature:

Title:

Public Utilities Interim Director

cn=Michael Flanigan,
email=michael.flanigan@myclear
water.com, c=US
2025.10.27.07:59:10 -0400

Ryan Cotton, Councilmember
Mike Mannino, Councilmember

Bruce Rector, Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

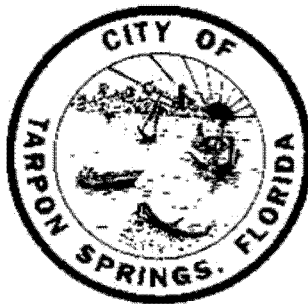
PURCHASE ORDER

02/03/25

ORDER DATE

CITY OF TARPON SPRINGS

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



250396

No.

PACE ANALYTICAL SERVICES, LLC
PO BOX 684056
CHICAGO, IL 60695-4056

CITY OF TARPON SPRINGS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

250100-C-AS

26307

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			BLANKET - LABORATORY TESTING SERVICES EFFECTIVE DATE: 01/21/25 EXPIRATION DATE: 11/02/25 NOT TO EXCEED: 100000.00 REMARKS: In Accordance with File No. 250100-C-AS, BOC Approved 250100-C-AS, and IAW City of Clearwater Contract No. 901972 (ITB 52-23) Full Award Amt. \$105,000 Commodity Code: 490 089			

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

BILLING INSTRUCTIONS:

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

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

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE

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CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *al*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AK*
DATE: 01/21/2025
SUBJECT: Award File No. 250100-C-AS, Laboratory Services, Utilizing City of Clearwater Contract No. 901972 (ITB 52-23)

RECOMMENDATION:

Award File No. 250100-C-AS, Laboratory Services, utilizing City of Clearwater Contract No. 901972 (ITB 52-23) with Pace Analytical Services, LLC, effective from the date of award through November 2, 2025, in an estimated annual amount not to exceed \$105,000, for the Public Services Department – Water and Wastewater Utility Divisions.

BACKGROUND:

The City's Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWWTF) are required by their respective operating permits and Florida Administrative Code to conduct water quality analysis with a nationally accredited environmental laboratory. Many samples are required to be analyzed within hours for the results to be accepted by the lab and Florida Department of Environmental Protection. The purpose of this contract is to provide as needed laboratory testing services for the City's utility needs, including permit requirements, emergency testing, process monitoring, and clearance of new and repaired water lines (see attached memo). City staff compared contract pricing from two different local municipalities and deemed the subject City of Clearwater contract with Pace Analytical Services, LLC to be in the City's best interest. This contract includes two (2) annual renewal options through November 2, 2027.

FUNDING: FY25-26 budgets; account nos. 402-4603-536.3400 – AWWTF; 402-4305-536.3400 – ROWTF; 402-4302-536.3400 – Water Quality

Accepted by: _____

Ch. AL
City Manager

Attest _____

Shene S. Jacobs
City Clerk



Public Services Department

Memorandum

Date: January 14, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director (TK)
Raymond Page, Utilities Superintendent

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

Subject: Authorize contract utilizing City of Clearwater ITB 52-23, Contract 901972 Laboratory Services with Pace Analytical Services Inc.

Recommendation

Authorize a contract utilizing City of Clearwater ITB 52-23, Contract No. 901972, for as-needed laboratory services from Pace Analytical Services, LLC, in the estimated annual amount not to exceed \$105,000.00 effective February 4, 2025, through November 2, 2025.

Background

The City's Reverse Osmosis Water Treatment Facility (ROWTF) and Advanced Wastewater Treatment Facility (AWWTF) are required by their respective operating permits and Florida Administrative Code (FAC) to conduct water quality analysis with a nationally accredited environmental laboratory. Many of these samples are required to be analyzed within a matter of hours for the results to be accepted by the lab and the Florida Department of Environmental Protection (FDEP). The purpose of this contract is to have laboratory services available for all utility needs including permit requirements, emergency testing services, process monitoring, and clearance of new and repaired water lines to maintain safe and reliable service for our customers.

The water and sewer divisions of the City have used an existing competitively bid piggyback contract with Pace Analytical Services for laboratory analysis since April 2020. Volusia County originally awarded this contract (Bid No. 20-B-15LL) for a three (3) year term to Pace Analytical Services, LLC on February 4, 2020. This Contract included two (2) annual renewal options that will expire on February 3, 2025.

After comparing existing municipal laboratory service contract pricing options from Pace and Eurofins Laboratories, City staff determined that Pace Analytical Laboratory Services contract with The City of Clearwater ITB 52-23, Contract 901972 is the most economical option for us with two (2), annual renewable extensions available until November 2, 2027.

The requested spending authorization will provide capacity for the analytical needs for both the RO Water Plant and the Advanced Wastewater Treatment Facility to utilize this lab for ongoing operations, creating flexibility to allow staff to direct analytical and sampling needs to achieve the best value for the City. Annual spending on this contract has been approximately \$74,000 annually. The requested \$105,000 annual authorization amount includes an estimated 10% overall annual price increase, courier fees not previously charged, and a 5% contingency for as-needed sampling throughout the year.

Funding

Funds have been budgeted in Wastewater Treatment Facility account 402-4603-536.3400, Reverse Osmosis Water Treatment Facility account 402-4305-536.3400 and Water Quality account 402-4302-536.3400 in the 2025/2026 Fiscal Budgets.



Page 1 of 1

Contract #	901972
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VENDOR

LABORATORY SERVICES MASTER VENDOR

Vendor Phone No.	Vendor Contact	Vendor Email	Department
			PUBLIC UTILITIES
Start Date	End Date	Contact Person	Telephone Number
11/03/2023	11/02/2027	Harris, Milisa	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	ITB#52-23 LABORATORY SERVICES	0	EA	\$700,000.00	\$700,000.00

By: Lori Ward, CPPB
Procurement Manager

VENDOR COPY

Total Available	\$700,000.00
Total Expended	\$0.00
Total Open PO	\$0.00
Total Revised	\$700,000.00
Total Original	\$700,000.00



January 10, 2025

Mr. Robert Marcincuk
City of Tarpon Springs
201 Pine Street
Tarpon Springs, FL 34689

Subject: City of Clearwater ITB 52-23 Contract 901972 Laboratory Services for use as a piggyback contract

Dear Mr. Marcincuk:

This letter is to offer to extend the terms and conditions of the above-mentioned contract for the use of the City of Tarpon Springs Utilities Department. The contract base period expires 11/02/2024 and has three one-year extensions beyond that date where a pricing increase will be considered. This contract has the opportunity to reach out to 11/2/2027. Please find the applicable files enclosed.

The following items are not listed in the City of Clearwater contract and Pace offers these unit prices to the City of Tarpon Springs.

Turbidity	\$15
Specific Conductance	\$15
Uranium ASTM D5174-97	\$60
0.45um filters	\$25
1um filters	\$25
Lab Filtration Fee	\$35 per sample
Total nitrogen calculation	\$10 (plus the sum of the TKN and NOx cost)
Field technician	\$75 portal to portal (in the contract)

Milisa Harris (contact for the contract.

, phone 727-444-8529) is the City of Clearwater

813.340.8100

Mike.Valder@pacelabs.com

8 East Tower Circle, Ormond Beach, FL 32174



We look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mike Valder'.

Michael F. Valder

Senior Account Executive

813.340.8100

Mike.Valder@pacelabs.com

8 East Tower Circle, Ormond Beach, FL 32174



CITY OF CLEARWATER

FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE

TELEPHONE (727) 562-4530 FAX (727) 562-4535

October 4, 2023

NOTICE OF INTENT TO AWARD

Public Utilities Department and the Procurement Division recommend award of ITB No. 52-23, Laboratory Services, to Advanced Environmental Laboratories Inc. of Tampa, Florida and Pace Analytical Services, LLC of Ormond Beach Florida, the lowest most responsible bidders, in accordance with the bid specifications, in the estimated annual amount of \$700,000, for the term November 03, 2023, to November 02, 2024, with three (3), one (1) year renewal options. The recommended award is as follows:

Advanced Environmental Laboratories, Inc.:

- Water Reclamation Facilities, Group 1
- Industrial Pretreatment, Group 3
- Courier & Sample Collection, Group 4, Lines 1-6

Pace Analytical Services, Inc.:

- Drinking Water, Group 2
- Courier & Sample Collection, Group 4 Lines 1 & 2

This Award recommendation will be considered by the City Council at the October 30, 2023, Work Session (1:30 p.m.) and voted on at the November 02, 2023, Council Meeting (6:00 p.m.). These meetings are held at Clearwater Main Library, at 100 N. Osceola Ave., Clearwater, FL 33755. It is recommended that you check our website at [City Meetings and View Meeting Calendars](#) to ensure that the location has not changed

Inquiries regarding this Intent to Award can be directed to Milisa Harris, Procurement Analyst at milisa.harris@myclearwater.com or mailed to City of Clearwater, Attn: Procurement Division, PO Box 4748, Clearwater, FL 33758-4748.

Posted on this date by:

Milisa Harris

Milisa Harris
Procurement Analyst

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Brian J. Aungst Sr., Mayor



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

Group No	Description	Advanced Environmental Laboratories, Inc.	Eurofins Environment Testing Southeast, LLC	Pace Analytical Services, Inc.
1	Water Reclamation Facilities	★ \$304,610.00	\$297,293.53	\$426,986.00
2	Drinking Water - DEP and SWFWMD Sampling WTP & RO WTP Discharge	\$157,764.00	★ \$164,403.00	\$129,565.57
3	Industrial Pretreatment	★ \$50,310.00	\$46,821.00	\$53,600.10
4	Courier and Sample Collection for Groups 1 & 3	★ \$20,675.00	\$88,020.00	\$158,500.00
4	Courier and Sample Collection for Group 2	\$20,675.00	★ \$88,020.00	\$25,250.00
5	Mandatory Contingency	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL:		\$622,034.00	\$744,857.53	\$854,101.67

Note: Courier and Sample Collections for Groups 1 & 3 will require all lines listed under Group 4 however, Courier and Sample Collections for Group 2 will only require lines 1 & 2 listed in Group 4.

Items with a star (★) indicates intent to award.



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260019-N-AS, Hach Equipment (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260019-N-AS, Single Source Purchase of Hach Equipment to Hach Company, for a one (1) year period, effective November 19, 2025 through November 18, 2026, in an estimated annual amount not to exceed \$40,000, for the Public Services Department – Reverse Osmosis Water (ROWF) and Advanced Wastewater Treatment Facilities (AWTF).

Background

The purpose of this contact is to provide as needed Hach original equipment manufacturer (OEM) analytical equipment items, which are used at the water and wastewater treatment facilities for measuring water quality parameters in the laboratory analysis, distribution sample measurements, and online instrumentation to ensure continual permit compliance. The City uses Hach equipment for process and compliance monitoring pursuant to state and federal requirements. These purchases are vital to maintain operation of the City's Water and Wastewater Treatment Facilities (see attached memo). Hach Company is the sole manufacturer and authorized OEM distributor of Hach-brand equipment.

Funding

FY26 Budget; Account Nos. 402-4305-536.4600/5200 – ROWF; 402-4603-536.4600/5200 – AWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: October 27, 2025
To: Janina Lewis, Procurement Services Director
Through: R. Thomas Kiger, Public Service Director *TK*
Ray Page, Utilities Superintendent
From: Darryl Vaci, Water Division Manager
Robert Marcincuk, Wastewater Division Manager
Subject: Authorize Single Source Purchases for Hach Equipment, Service and Maintenance for the RO Water Facility and Wastewater Treatment Facility

Recommendation

Authorize as-needed single source purchases for Hach equipment, service and maintenance from Hach Company, for the RO Water Facility and Wastewater Treatment Facility, in the amount of \$40,000, for a one-year period.

Background

Hach Company is the single source provider for several analytical equipment items at the Water and Wastewater Treatment Facilities. These components and supplies are used for measuring water quality parameters in the laboratory, distribution sample measurements, and online instrumentation to ensure permit compliance at all times. Examples of these products include feed rack analyzers, analytical probes, portable analyzer units for the field, and consumable products such as laboratory reagents used in water quality sample testing to measure parameters including dissolved oxygen, chlorine and the mineral content of water samples that are only manufactured by Hach (OEM).

The RO Water and Wastewater facilities use Hach equipment for process and compliance monitoring, which are necessary to maintain the operation of these facilities and keep them in compliance with state and federal requirements. These purchases are vital to maintaining operation of the City's water and wastewater treatment facilities.

Funding

Funding is in the FY26 budget; Water Division accounts 402-4305-536.46-00, 402-4305-536.52-00, and Wastewater Division accounts 402-4603-536.46-00, and 402-4603-536.52-00.



Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Orbisphere, ELE, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service department for additional information.

Sincerely,
Hach Service

Phillip Silva

Phillip Silva
Manager, Service Renewals



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 260020-N-AS, Digital Airport Advertising (**Brandon Groc Cultural & Civic Services Director, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260020-N-AS, Single Source Purchase of Digital Airport Advertising Services, to The LAMAR Company, LLC, d/b/a LAMAR Texas Limited Partnership (LAMAR), effective December 2, 2025 through November 30, 2026, in an estimated total amount not to exceed \$38,350, for the Cultural and Civic Services and Economic Development Departments.

Background

The purpose of this contract is to provide high-visibility digital advertising services at the Tampa International Airport Baggage Claim and Terminal C. This is part of the City Marketing campaign, Explore Tarpon Springs advertisement to promote tourism for the City. LAMAR was selected as the single source provider for its unparalleled and unrivaled viewership and consumer reach in the greater Tampa Bay area. The campaign is estimated to receive 5 million+ impressions over a 4-week period (see attached memo).

Funding

FY26 budget; account no. 001-8802-519-4800 – City Marketing

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

324 East Pine Street
Post Office Box 5004
Tarpon Springs, Florida 34689-5004
(727) 938-3711
Fax: (727) 937-8199
www.ctsfl.us

MEMO

October 27, 2025

To: Janina Lewis, Procurement Director

From: Brandon Groc, Cultural & Civic Services Director

A handwritten signature in black ink, appearing to be "BR", is written over the name "Brandon Groc" in the "From" line.

Re: City Marketing Advertising – LAMAR COMPANIES

Recommendation:

It is the recommendation of the Cultural and Civic Services Department, in conjunction with Karen Lemmons, Economic Development Director, that The City of Tarpon Springs renew its contract with LAMAR Companies to continue the ongoing Explore Tarpon Springs advertising campaign at Tampa International Airport's (TPA) 32 Digital Baggage Claim screens and a 6x10 ft wall display banner in Terminal C. This is an annual contract running from December 2, 2025 – November 30, 2026 for a total of \$38,350.00, billed in monthly installments of \$2,950.00.

Background:

The service provided by Lamar Co. at TPA offers a unique and unparalleled high-visibility marketing opportunity. No other company can provide the scope and reach to our regional audience via airport signage, making them an important partner for promoting tourism and economic development for the City of Tarpon Springs. The City's Explore Tarpon Springs advertisement will be featured on 32 digital screens at the TPA Baggage Claim (red and blue) and a 6x10 ft wall display in Terminal C where thousands of travelers visit daily. The campaign is estimated to receive 5 million + impressions over a 4-week period – 3,713,495 at the baggage claim and 1,463,498 in terminal C. NOTE: Terminal C wall display is a "space available" bonus sold at a discounted rate and may be moved to a similar location if space is sold to another buyer at full cost.

This is a year-long contract with monthly payments; we'd like to set up a Blanket Purchase Order with City Marketing funds from account # 001-8802-519.48-00 for FY26.

Funding: City Marketing Account 001-8802-519.48-00

Baggage Claim Screen:



Wall Display in Terminal C:





Lamar Airport Advertising - [TPA]

Proposals for City of Tarpon Springs

10.20.25

Renewal: Annual

Digital Networks & Display Units

AIRPORT	VENDOR	PRODUCT	STATIC OR DIGITAL	# OF UNITS	SIZE HxW	SPOT LENGTH	Total 12/2/25-11/30/26 (13 periods)	Estimated 4-Week Impressions
TPA	Lamar	Baggage Deck Digital Network	Digital	32 screens	55" & 68" diag	:10	\$35,425	3,713,495
TPA	Lamar	*Concourse C Wall Display	Static	1	6'x10'	n/a	\$0	1,463,498
Totals:							\$35,425	

* Concourse C Wall Display is a *space available* bonus. Bonus is listed as moveable to allow us to seek a similar placement if current space is sold.
Units are not on hold and avails are subject to change.
Rates are net and per 4-weeks. Discounts held for 30 days.
Airport approval required for all creative. Static production (printing) through Lamar only.



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 210077-C-JL, Copier Lease (**Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 210077-C-JL, Copiers, Lease through State of Florida Contract No. 140604 7-4444000000-NASPO-19-ACS to Toshiba in a not-to-exceed amount of \$25,000, and further extend the agreement for an additional twelve (12) month period for Citywide usage.

Background

On January 12, 2021, the Board approved the original agreement with Toshiba for the lease of sixteen (16) copiers. The leases include maintenance, toner, and staples/supplies (as necessary) in accordance with the terms, conditions, and pricing of the State of Florida contract. The current 48-month lease has expired, and the City is utilizing the current contract on a month-to-month basis until a new lease agreement is in place. The cost of the 12-month extension period is estimated at \$25,000 for FY26.

The City is exploring a paperless initiative as part of its broader sustainability and efficiency goals. By transitioning to digital systems, the city aims to reduce waste, lower operational costs, and streamline public services. This has required a decrease in the number of printers and services that will be provided in future agreements. The City is currently soliciting for a new agreement.

Funding

Funding will be identified in individual department budgets – Repair and Maintenance.

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Jay Jackus, CPPO, CPPB, Procurement Services Director *[Signature]*

FROM: Janina Lewis, CPPO, Senior Procurement Analyst *[Signature]*

DATE: 01/12/2021

SUBJECT: Award File No. 210077-C-JL, Copiers, Lease through State of Florida Contract No. 140604 7-44000000-NASPO-19-ACS

RECOMMENDATION:

Award File No. 210077-C-JL, Copiers, Lease through State of Florida Contract No. 140604 7-44000000-NASPO-19-ACS to Toshiba for a period of 48 months, in a not exceed amount of \$105,000.00, for the lease of eleven (11) copiers located throughout the City.

BACKGROUND:

The purpose of this agreement is to replace/upgrade currently leased equipment as those leases expire. The Lease will include maintenance, toner, and staples/supplies (as necessary) in accordance with the terms, conditions, and pricing of the State of Florida contract. The award amount of \$105,000.00 includes the average printing costs of \$45,372.79 for 48 months (see attached spreadsheet). The printing rates are a fixed rate over the life of the lease. Toshiba is offering a savings of \$12,981.12 over the duration of the 48 month lease as compared to our current copier provider.

The State of Florida competitively bid and awarded a contract for the Multifunction Products, Equipment, Supplies and Services, and the contract is extended to all political subdivisions of the State of Florida. Although not required, an evaluation of like equipment from the State Contract was performed and these machines were determined to be the most advantageous for the City. In addition, Toshiba also offers an environmental impact sustainability program called PrintReleaf to reforest global restoration projects (see attached program flyer).

FUNDING:

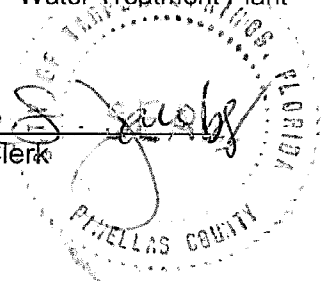
001-1002-521-4400/4600	Police Department (2)	001-1102-536-4400/4600	Fire Department
402-4603-536-4400/4600	Sewage Treatment	001-0202-512-4400/4600	City Manager
001-1602-573-4400/4600	Cultural Services	001-8802-519-4400/4600	Non-Departmental (2)
402-0903-536-4400/4600	Collection Center	402-4305-536-4400/4600	Water Treatment Plant
001-0802-515-4400/4600	Planning & Zoning		

Accepted by: _____

[Signature]
City Manager

Attest: _____

[Signature]
City Clerk



Toshiba Breakout of New Lease Pricing 2021

Definitions
 AMV- Average Monthly Volume
 Lease Flat Rate - Monthly Charge towards lease per (

Copier	Lease Flat Rate	Black & White AMV	Rate	Subtotal	Color AMV	Rate	Subtotal	Total	48 Month Projection
Waste Water	96.08	1094	0.0042	\$ 4.59	475	0.03900	\$18.53	\$119.20	\$5,721.59
Police Admin	112.07	2608	0.0042	\$ 10.95	1958	0.03900	\$76.36	\$199.39	\$9,570.51
Police Detectives	108.35	2065	0.0042	\$ 8.67	1444	0.03900	\$56.32	\$173.34	\$8,320.27
Heritage Museum	111.91	1219	0.0042	\$ 5.12	4777	0.03900	\$186.30	\$303.33	\$14,559.97
Mayor Office	104.53	1149	0.0042	\$ 4.83	527	0.03900	\$20.55	\$129.91	\$6,235.62
Water Division	95.21	1972	0.0042	\$ 8.28	1646	0.03900	\$64.19	\$167.69	\$8,048.95
Copy Room	185.82	11895	0.0042	\$ 49.96	8090	0.03900	\$315.51	\$551.29	\$26,461.87
Dev Services	105.54	1307	0.0042	\$ 5.49	808	0.03900	\$31.51	\$142.54	\$6,841.99
Planning & Zoning	98.79	1703	0.0042	\$ 7.15	1819	0.03900	\$70.94	\$176.88	\$8,490.41
Utility Billing*	98.79		0.0042	\$ -		0.03900	\$0.00	\$98.79	\$4,741.92
Fire Admin*	95.21		0.0042	\$ -		0.03900	\$0.00	\$95.21	\$4,570.08
Totals				\$ 105.05			\$840.22	\$945.27	\$103,563.19

*estimates leases
 expire 11/2021 and
 03/2022

		Monthly	
BW Total	Color Total	Subtotal	48 Month Projection
\$ 105.05	\$840.22	\$945.27	\$45,372.79
Base Lease	\$ 1,212.30	\$	\$8,190.40
			\$103,563.19

PrintReleaf empowers businesses to certifiably reduce the environmental impact of using forest products by automatically planting trees across a global network of reforestation projects.



PAPER

PrintReleaf Exchange integrates with your company's existing print software to measure your paper consumption in realtime.



PLATFORM

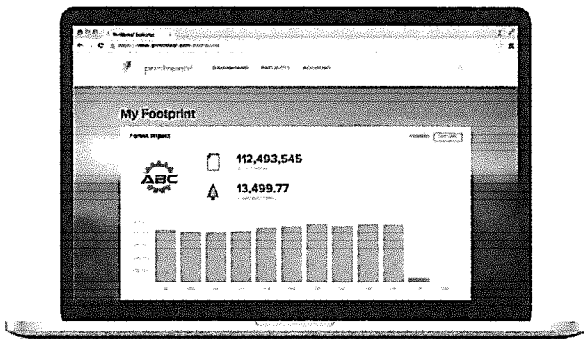
PrintReleaf Exchange reverse-calculates how many trees were deforested to harvest your forest footprint.



TREES

Your forest footprint is automatically reforested at global reforestation projects of your choice

PRINTRELEAF EXCHANGE



PrintReleaf measures paper consumption through technology integrations with popular Managed Print Services (MPS) print monitoring software applications and OEM databases which capture the required paper consumption data (meter data) to drive the PrintReleaf service.

PrintReleaf plants trees through a network of certified reforestation projects located around the world. Once trees are planted, PrintReleaf administers an 8 year audit process to track the progress and survivability of the trees.

Third party verification and reporting services are provided by a certifying body (CB) - SGS International - a leading international forestry auditor. The verification process is visible to the customer in PrintReleaf to provide transparency and certification. PrintReleaf provides a way for customers to actively participate in sustainable business practices and certifiably replace what they take from the world's forests.

For more information on PrintReleaf, please contact your Toshiba sales rep or visit business.toshiba.com

PRINTRELEAF VALUE

PrintReleaf unlocks more collective shared value than just reforestation.



ENVIRONMENTAL HEALTH

Guaranteed reforestation and 100% net survival of all trees per the PrintReleaf Standard.



CERTIFICATION

Independent certification and verification provided by SGS International.



JOBS

New jobs to communities where we plant trees.



TECHNOLOGY

Patent-pending technology and engaging user experience.



BRANDING

Automated promotion to both partner and customer social media channels.



AUTOMATION

End to end automation for the entire offering.



printreleaf™

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Master FMV Lease Agreement (this "Agreement"). "Schedule" means any lease schedule signed by you and us which incorporates the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

1740695

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Tarpon Springs

Fed. Tax ID#:

Contact Person: Janina Lewis

Bill-To Phone: +1.727.942.5615

Bill-To Fax:

Billing Address: 324 Pine St.

City, State - Zip: Tarpon Springs, FL 34689

TBS LOCATION

Contact Name: Tim LaVere

Location:

TERMS AND CONDITIONS (Terms Continued on Page 2)

- Lease Agreement:** You agree to lease from us the Equipment all as described under "ITEM DESCRIPTION" on any FMV Lease Schedule ("Schedule") issued pursuant to this Agreement, (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Schedules to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on attached Schedule to this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on attached Schedule to this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.

THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name: Mark LeCouris

Signature: X



Title: City Manager

Date: 01-14-21

TERMS AND CONDITIONS (Terms Continued from Page 1)

- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

**MASTER FMV LEASE SCHEDULE****TOSHIBA****FINANCIAL SERVICES**

SCHEDULE NUMBER

APPLICATION NUMBER

AGREEMENT NUMBER

1740695

FORMATION

Legal Company Name: City of Tarpon Springs C/O Procurements

Fed. Tax ID#:

Contact Person: Janina Lewis

Bill-To Phone: +1.727.942.5615

Bill-To Fax: +1.727.942.5624

Department Name:

Billing Address: P.O. Box 5004

Building/Room/Suite:

City, State - Zip: Tarpon Springs, FL 34688-5004

CUSTOMER - INSTALLATION LOCATION

Legal Company Name:

Contact Person:

Phone:

Fax:

Department Name:

Address:

Building/Room/Suite:

City, State - Zip:

TBS LOCATION

Contact Name: Tim LaVere

Location:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

☒ See attached form (Schedule "A") for Additional Equipment**LEASE TERM & PAYMENT SCHEDULE**

Number of Payments: 48 of \$ 1,018.30 (plus applicable taxes)

Security Deposit: \$ 0.00 ☐ Received

Origination Fee: Up to \$99.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:**
You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17. - 3. Return Equipment.

Billing Preference: ☐ Each unit invoiced separately (include at billing locations on Information Schedule) ☐ All units on one ☐ All units added to current**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER FMV LEASE AGREEMENT IDENTIFIED ABOVE.****LESSOR ACCEPTANCE**

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement.

Name: Mark LeCouris

Signature: **X** 

Title: City Manager

Date: 01-14-21

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

APPLICATION NUMBER

1740695

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Tarpon Springs

Fed. Tax ID#:

Contact Person: Janina Lewis

Bill-To Phone: +1.727.942.5615

Bill-To Fax: +1.727.942.5624

Billing Address: 324 Pine St.

City, State - Zip: Tarpon Springs, FL 34689

Equipment Location: (if different than above
or if multiple locations see below)

City, State - Zip:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	445 S. Huey Ave. Police Department, 1st Floor Detectives, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
2000-sheet Large Capacity Feeder	KD1059B		
Inner Finisher	MJ1042B		
Hole Punch	MJ6011		
Analog Fax Unit / 2nd Line Fax Unit	GD1370N		
Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D		
Panel 10 Key Option	GR1340		
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	444 S. Huey Ave. Police Department, Administration 2nd Floor, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
2000-sheet Large Capacity Feeder	KD1059B		
Bridge Kit	KN5005		
Console Finisher w/ Stapling	MJ1109B		
Hole Punch	MJ6105		
Analog Fax Unit / 2nd Line Fax Unit	GD1370N		
Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D		
Panel 10 Key Option	GR1340		
Work Tray	KK5005		
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	100 Beekman Ln, Heritage Museum, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
2000-sheet Large Capacity Feeder	KD1059B		
Bridge Kit	KN5005		
Saddle Stitch Finisher	MJ1110B		
Hole Punch	MJ6105		
Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D		
Panel 10 Key Option	GR1340		
Work Tray	KK5005		

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and Toshiba Financial Services.

APPLICATION NUMBER

1740695

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Tarpon Springs

Fed. Tax ID#:

Contact Person: Janina Lewis

Bill-To Phone: +1.727.942.5615

Bill-To Fax: +1.727.942.5624

Billing Address: 324 Pine St.

City, State - Zip: Tarpon Springs, FL 34689

Equipment Location: (if different than above
or if multiple locations see below)

City, State - Zip:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	325 East Pine Street, Waste Water Treatment, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
2000-sheet Large Capacity Feeder	KD1059B		
Inner Finisher	MJ1042B		
Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D		
Panel 10 Key Option	GR1340		
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	324 East Pine Street, City Hall, Mayors Office, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
Copier Stand	STAND5005		
Inner Finisher	MJ1042B		
Hole Punch	MJ6011		
Analog Fax Unit / 2nd Line Fax Unit	GD1370N		
Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D		
Panel 10 Key Option	GR1340		
Work Tray	KK5005		
Toshiba e-STUDIO3515AC	ESTUDIO3515AC	324 East Pine Street, 1st Floor, Development Services, Tarpon Springs, FL 34689	
100-sheet RADF	MR3031B		
2000-sheet Large Capacity Feeder	KD1059B		
Bridge Kit	KN5005		
Console Finisher w/ Stapling	MJ1109B		
Hole Punch	MJ6105		
120/15A Power Filter & Network	PWRFLTR-D5133NT		
Panel 10 Key Option	GR1340		
Work Tray	KK5005		
Toshiba e-STUDIO5516ACT	ESTUDIO5516ACT	324 East Pine Street, 2nd Floor, City Hall, Tarpon Springs, FL 34689	
Saddle Stitch Finisher	MJ1112B		
Finisher Guide Rail	KN1103		
Hole Punch	MJ6106N		
Next Gen PCS Power Filter, 120V-20 Amps	PWRFLTR-XGPCS20D		
Panel 10 Key Option	GR1340		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Mark LeCouris

Signature: X



Title: City Manager

Date: 01-14-21



SALES ORDER

SO-2.0.0

Sales Representative: Tim LaVere

SALES PACKET NUMBER

ORDER DATE

CUSTOMER INFORMATION

Customer Name: City of Tarpon Springs		Tax ID#:
Billing Address: 324 Pine St.	Phone #: +1.727.942.5615 Ext:	Fax#: +1.727.942.5624
Address 2:	Contact: Janina Lewis	Customer PO#:
City: Tarpon Springs State: FL Zip: 34689	eMail: jlewis@ctsf.us	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	445 S. Huey Ave Police Department Tarpon Springs, FL 34689		SEE LEASE
1	100-sheet RADF	MR3031B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Inner Finisher	MJ1042B			
1	Hole Punch	MJ6011			
1	Analog Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D			
1	Panel 10 Key Option	GR1340			
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	444 S. Huey Ave Police Department Tarpon Springs, FL 34689		
1	100-sheet RADF	MR3031B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Bridge Kit	KN5005			
1	Console Finisher w/ Stapling	MJ1109B			
1	Hole Punch	MJ6105			
1	Analog Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D			
1	Panel 10 Key Option	GR1340			
1	Work Tray	KK5005			

SPECIAL INSTRUCTIONS

Sub Total

SEE LEASE

Other

EOL/Security

Professional Fees

Connectivity Fees

Move Fees

Taxable Total

Sales Tax %

Tax Paid

Advance Paid

Total

SEE LEASE

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

Print Name: Mark LeCoursis

Signature: X

Title: City Manager

Date: 1/14/21

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:



SALES ORDER SCHEDULE A

SO-2.0.0

SALES PACKET NUMBER

ORDER DATE

Sales Representative: Tim LaVere

CUSTOMER INFORMATION

Customer Name: City of Tarpon Springs

Tax ID#:

Billing Address: 324 Pine St.

Phone #: +1.727.942.5615 Ext:

Fax#: +1.727.942.5624

Address 2:

Contact: Janina Lewis

Customer PO#:

City: Tarpon Springs

State: FL

Zip: 34689

eMail: jlewis@ctsfl.us

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	100 Beekman Ln Heritage Museum Tarpon Springs, FL 34689		SEE LEASE
1	100-sheet RADF	MR3031B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Bridge Kit	KN5005			
1	Saddle Stitch Finisher	MJ1110B			
1	Hole Punch	MJ6105			
1	Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D			
1	Panel 10 Key Option	GR1340			
1	Work Tray	KK5005			
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	325 East Pine Street Waste Water Treatment Tarpon Springs, FL 34689		
1	100-sheet RADF	MR3031B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Inner Finisher	MJ1042B			
1	Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D			
1	Panel 10 Key Option	GR1340			
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	324 East Pine Street City Hall Tarpon Springs, FL 34689		
1	100-sheet RADF	MR3031B			
1	Copier Stand	STAND5005			
1	Inner Finisher	MJ1042B			
1	Hole Punch	MJ6011			
1	Analog Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Next Gen PCS Power Filter, 120V-15 AMPS	PWRFLTR-XGPCS15D			
1	Panel 10 Key Option	GR1340			
1	Work Tray	KK5005			
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	324 East Pine Street 1st Floor Tarpon Springs, FL 34689		
1	100-sheet RADF	MR3031B			
1	2000-sheet Large Capacity Feeder	KD1059B			
1	Bridge Kit	KN5005			
1	Console Finisher w/ Stapling	MJ1109B			
1	Hole Punch	MJ6105			
1	120/15A Power Filter & Network	PWRFLTR-D5133NT			
1	Panel 10 Key Option	GR1340			
1	Work Tray	KK5005			
1	Toshiba e-STUDIO3515AC	ESTUDIO3515AC	1624 L & R Industrial Tarpon Springs, FL 34689		
1	100-sheet RADF	MR3031B			
1	Job Separator	MJ5015			
1	2000-sheet Large Capacity Feed	KD1059B			
1	Analog Fax Unit/2nd Line Fax	GD1370N			
1	Panel 10 Key Option	GR1340			
1	Work Tray	KK5005			
1	120/15A Power Filter & Network	PWRFLTR-D5133NT			

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

Print Name: Mark LeCouris

Signature: X. Janina Lewis

Title: City Manager

Date:

Sales Representative: Tim LaVere

SALES PACKET NUMBER

EFFECTIVE DATE

Install Date

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name: City of Tarpon Springs			
Address:	324 Pine St.	Phone #: +1.727.942.5615	Ext. Fax #: +1.727.942.5624
Address 2:		Contact: Janina Lewis	Customer PO #:
City: Tarpon Springs	State: FL Zip: 34689	email: jlewis@ctsfl.us	

INVOICE / METER COLLECTION INFORMATION

Meter Collection: Cloud	Electronic Invoicing: Yes	Invoice Location: Customer Address	Term: 48 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Mono Copier Pool	CPP	0	Images	\$0.00	Monthly	\$0.00420	Quarterly
Color Copier Pool	CPP	0	Images	\$0.00	Monthly	\$0.03900	Quarterly
Total Minimum Payment				\$0.00			

DECLINATION

☐ Customer is declining maintenance on the equipment listed on the attached agreement.

Printed Name:

Title:

Date:

Signature:

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Privacy Notice: By your signature below, you hereby consent to allow TABS to remotely retrieve usage information for billing purposes. The information retrieved may be shared with third parties for processing purposes and shall be limited to the number of copies and scans made by model and serial number, and the location of the device.

Customer: City of Tarpon Springs	Toshiba Business Solutions		
Printed Name: Janina Lewis	Printed Name:		
Signature: 	Signature:		
Title: Senior Procurement Analysis 2020	Date: 1/14/2021	Title:	Date:

TERMS AND CONDITIONS (CONTINUED)

- 1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
- 2. Term.** This Contract will remain in force for 48 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PMs). PMs may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
- 4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
- 5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
- 6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.
- Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
- 7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. Unless otherwise noted, OEM toner will be used.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
- 8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
- 9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
- 10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
- 11. MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
- 12. EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
- (b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 13. CUSTOMER OWNED EQUIPMENT.** (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.
- 14. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
- 15. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- You hereby consent to receive electronic marketing communication on Toshiba products and services.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number: 1740695

("Contract")

Legal Company Name: City of Tarpon Springs

("Customer")

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

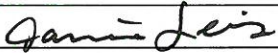
Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Name: Janina Lewis

Signature: X 

Title: Senior Procurement Analysis 2020

Date: 1/14/2021



REQUEST FOR CERTIFICATE OF INSURANCE

TOSHIBA

FINANCIAL SERVICES

TBS LOCATION

Contact Name: Tim LaVere

Subsidiary Location:

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO THEIR INSURERS

Date:	
To: Customer's Insurance Agent	Description of Item(s) to be insured
Name of Agency:	Toshiba e-STUDIO5516ACT
Address:	Toshiba e-STUDIO3515AC (6)
City:	
State - Zip:	
Phone:	Fax:
Agent:	Insurable Value: \$224,949.00

We have entered into an agreement with the Owner for the above described item(s). This is a "NET" agreement and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE (PROPERTY DAMAGE MUST BE ALL-RISK OR "SPECIAL FORM INCLUDING THEFT").

PLEASE SHOW AS ADDITIONAL INSURED AND LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE

Name: Toshiba Financial Services c/o ABIC, 5th Floor

Address: P.O. Box 979220

City - State - Zip: Miami, FL 33197-9220

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named additional Insured and Loss Payee by return mail and replace it with the original insurance policy endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Toshiba Financial Services will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy."

CUSTOMER ACCEPTANCE

Customer Name: Janina Lewis	Signature: X 	Title: Senior Procurement Analysis 2020	Date: 1/14/21
Customer Name:	Signature: X	Title:	Date:

REQUEST FOR CERTIFICATE OF INSURANCE 0518

Sales Representative: Tim LaVere

SALES PACKET NUMBER

DATE

CUSTOMER INFORMATION

Customer Name: City of Tarpon Springs	Customer Contact: Janina Lewis
Billing Address: 324 Pine St.	Phone #: +1.727.942.5615 Ext. Customer PO #:
Suite #:	Meter Contact: Janina Lewis Meter Phone: +1.727.942.5615
City: Tarpon Springs State: FL Zip: 34689	Meter Email: jlewis@ctsfl.us

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes

☐ No

Upon receipt of first TFS Lease invoice, visit www.qdsontheweb.com or call 1-888-899-0497 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

☒

PDF copy of invoice sent to email listed below

Invoice Portal Access:

☐

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications:

CUSTOMER ACCEPTANCE:

Print Name: Janina Lewis

Signature:

Title: Senior Procurement Analysis 2020

Date: 1/14/21

Sales Representative: Tim LaVere

SALES PACKET NUMBER

EFFECTIVE DATE

CUSTOMER INFORMATION

Customer Name: <u>City of Tarpon Springs</u>	Customer Contact: <u>Janina Lewis</u>
Billing Address: <u>324 Pine St.</u>	Phone #: <u>+1.727.942.5615</u> Ext. <u></u> Customer PO #: <u></u>
Address 2: <u></u>	IT Contact: <u>Janina Lewis</u> IT Phone #: <u>+1.727.942.5615</u>
City: <u>Tarpon Springs</u> State: <u>FL</u> Zip: <u>34689</u>	eMail: <u>jlewis@ctsfl.us</u>

CONNECTIVITY OPTIONS (Check All That Apply)

☐ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Charge

Unit Description

• Base Device Configuration - Setup of Network Protocols on Device

• Print Driver Installation

• PC Fax Driver Installation

• Print Driver and PC Fax Driver on same Workstation

• Scan to Copier Controller

• Scan to Network Folder

• Scan to Email - Initial Setup of communication to local SMTP server

- Additional Setup per Scanning Template

- Off-site SMTP Server

- Additional Setup per Scanning Template

• Incoming Fax Routing to Copier Controller

• Incoming Fax Routing to Network Folder Location

• Incoming Fax Routing to Email - Initial Setup of SMTP Server

Communication to a Local SMTP Server

- Additional Setup per Destination

- Off-site SMTP Server

- Additional Setup per Destination

• User Code Enforcement

• Copier Configuration Backup and Restore

Device

Workstation

Workstation

Workstation

Scanning Template

Scanning Template

Initial Setup

Scanning Template

Hour Until Completion

Scanning Template

Fax Destination

Fax Destination

Initial Setup

Destination

Hour Until Completion

Destination

10 User Codes

Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.

Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Signature: X Janina Lewis Title: Date: 1/14/21

DECLINATION

☒ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name: Signature: X Title: Date:

TBS ACCEPTANCE

Print Name: Signature: X Title: Date:

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

Addendum to Agreement # _____, dated _____, between City of Tarpon Springs, as Customer and **Toshiba Financial Services**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

Name: Janina Lewis	Signature: 	Title: Senior Procurement Analysis 2020	Date: 1/14/21
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NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260050-C-PH, Motorola Body and In-Car Cameras and Redaction Software (**Suzanne Linton IT Director, Jeff Young Police Chief, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260050-C-PH, Motorola Body and In-Car Cameras and Redaction Software, Utilizing the Sourcewell Contract No. 101223-MOT, from Motorola Solutions, Inc. for an estimated amount not to exceed \$380,225.00 for a five (5)-year period for the Police Department.

Background

The Police Department currently uses Motorola as a service provider for portable and in-car radios as well as dispatch consoles, in-car cameras and body-worn cameras. The data and videos collected from the cameras are stored on three (3) servers which are nearing their end of life. These servers are no longer serviced by Motorola and therefore no updates will be available to us. Moving to a cloud-based solution is essential to staying current with technology and security needs (see attached memos). Only funding for the first year will come from impact fees.

Year 1 -\$88,845 -\$8,500 = \$80,345

Year 2 -\$72,845 -\$8,500 = \$64,345

Year 3 -\$72,845 -\$8,500 = \$64,345

Year 4 -\$72,845 -\$8,500 = \$64,345

Year 5 -\$72,845 -\$8,500 = \$64,345

The Sourcewell Contract No. 101223-MOT has been awarded by virtue of a competitive public process and is made available for use by other local governments.

Funding

130-1090-521.63-00, Project PS2607 - Year 1

001-1002-521-5400 - Remaining Fiscal Years

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: 10/21/2025

SUBJECT: Motorola Body and In-Car Cameras and Redaction Software

Recommendation:

Approve the Motorola quote of \$380,225 over the next 5 years to move to a cloud-based solution for Police Department Body and In-Car Cameras and redaction software. This is a negotiated price from the original quote of \$450,000 which includes unlimited storage.

Background:

The Tarpon Springs Police Department currently uses Motorola as a service provider for radios, both portable and in-car, as well as dispatch consoles. Furthermore, Motorola is the provider for our in-car cameras and body worn cameras. As part of the body worn cameras, the data and videos collected are stored on 3 servers which are maintained locally. These servers are nearing the end of their life and will have to be replaced next calendar year. The cost of this is upward of \$100,000 due to the need for back-up servers and services/equipment needed. Along with this, Motorola no longer services these servers, therefore, no updates will be available to us, as they are made available for other Motorola users, who are cloud based.

Strategic Initiative

The Body and In-Car Camera Cloud Migration align with two key areas of the City's Strategic Plan:

1. Good Governance

Goal F.1: Continuous Improvement and Innovation through a culture of accountability, open-mindedness, and respect

Objective F.1.2: Create and maintain a City-wide process improvement strategy.

Objective F.1.4: Identify and implement benchmarking leadership practices across all levels of the city.

This initiative improves transparency, accountability, and efficiency by modernizing evidence management and ensuring compliance with CJIS and state retention laws.

2. Infrastructure

Goal A.2: A Comprehensive Infrastructure Master Plan

Objective A.2.3: Formalize a city-wide maintenance plan to improve the city's infrastructure (Utilities, IT, Buildings, etc.)

Moving to cloud-based storage replaces aging on-premises systems, reduces maintenance costs, and improves system reliability while directly advancing IT infrastructure modernization.

Together, these alignments frame the project as both a public safety modernization and a governance improvement initiative, supporting accountability, efficiency, and sustainability across city operations.

It also indirectly supports:

Goal B.3: A safe, pedestrian-friendly community

Objective B.3.2: Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth.

Funding Source:

130-1090-521-63-00 PROJECT PS2607



TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Chief Jeffrey P. Young

From: Major John Gibson *Jg*

Date: October 13, 2025

Reference: Motorola Quote

The Tarpon Springs Police Department currently uses Motorola as a service provider for radios, both portable and in-car, as well as dispatch consoles. Furthermore, Motorola is the provider for our in-car cameras and body worn cameras. As part of the body worn cameras, the data and videos collected are stored on 3 servers which are maintained locally. These servers are nearing the end of their life and will have to be replaced next calendar year. The cost of this is upward of \$100,000 due to the need for back-up servers and services/equipment needed. Along with this, Motorola no longer services these servers, therefore, no updates will be available to us, as they are made available for other Motorola users, who are cloud based. Moving to a cloud-based service is essential in the near future, to stay current with technology and security needs. Motorola has provided a quote of \$380,225 over the next 5 years to move to a cloud-based solution. This is a negotiated price from the original quote of \$450,000. This service agreement will facilitate the service and all of the body-worn and in-car cameras as well as unlimited storage for both. This also includes Motorola coming on site and moving the current videos audio housed on the current servers to the cloud. This quote also includes the integration to the video redaction software, which we currently budget for separately at \$8,500 per year.

The breakdown of subscription fees are outlined below:

Year 1 -\$88,845 -\$8,500 = \$80,345

Year 2 -\$72,845 -\$8,500 = \$64,345

Year 3 -\$72,845 -\$8,500 = \$64,345

Year 4 -\$72,845 -\$8,500 = \$64,345

Year 5 -\$72,845 -\$8,500 = \$64,345

In total the cost over the next 5 years is \$337,725. This does not account for the fact that we would have to replace the existing servers at upwards of \$100,000



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

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

The year 1 cost is slightly higher due to one-time administrative fees. Staying current with technology and security trends is essential to the overall success of the City, the Police Department, and our citizens.

The Body and In-Car Camera Cloud Migration aligns with two key areas of the City's Strategic Plan:

1. Good Governance
Goal F.1: Continuous Improvement and Innovation through a culture of accountability, open-mindedness, and respect
Objective F.1.2: Create and maintain a City-wide process improvement strategy.
Objective F.1.4: Identify and implement benchmarking leadership practices across all levels of the city.
This initiative improves transparency, accountability, and efficiency by modernizing evidence management and ensuring compliance with CJIS and state retention laws.
2. Infrastructure
Goal A.2: A Comprehensive Infrastructure Master Plan
Objective A.2.3: Formalize a city-wide maintenance plan to improve the city's infrastructure (Utilities, IT, Buildings, etc.)
Moving to cloud-based storage replaces aging on-premise systems, reduces maintenance costs, and improves system reliability—directly advancing IT infrastructure modernization.

Together, these alignments frame the project as both a public safety modernization and a governance improvement initiative, supporting accountability, efficiency, and sustainability across city operations.

It also indirectly supports:

Goal B.3: A safe, pedestrian-friendly community
Objective B.3.2: Continue a sense of security by maintaining and supporting a high level of public safety commensurate with growth.



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

"A Full Service Accredited Law Enforcement Agency"





TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

The project increases officer and community safety while ensuring continuous availability of digital evidence that supports investigations and public trust.

Account information regarding this project:

130-1090-521-63-00 PROJECT PS2607



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

"A Full Service Accredited Law Enforcement Agency"



**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warranties for Equipment, Products, and Services furnished are set forth in Supplier's then-current Motorola Solutions Customer Agreement which will be made available to Participating Entities at the time of purchase. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Freight, title and risk of loss terms will be as set forth in Supplier's then-current Motorola Solutions Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier will require the use of Supplier's then-current Motorola solutions Customer Agreement, and related addenda, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements.

In the event of termination under this subsection 6.D the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed prior to the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and

- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under this Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier's obligations to indemnify or hold harmless Participating Entities will be as set forth in Supplier's Motorola Solutions Customer Agreement and related addenda.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default unless a force majeure event causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Limits:

\$2,000,000 per claim

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

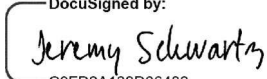
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

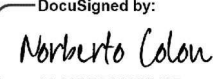
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/31/2024 | 1:58 PM CST

DocuSigned by:

By: 9AC8D7AC03B5427...
Norberto Colon
Title: VP Sales MSSSI
Date: 1/31/2024 | 1:27 PM CST

Approved:

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Motorola Solutions Inc.
Address: 500 West Monroe Street
Chicago, Illinois 60661
Contact: Sarah Saunders
Email: sarah.saunders@motorolasolutions.com
Phone: 972-523-3363
Fax: 214-383-6703
HST#: 36-1115800

Submission Details

Created On: Monday September 18, 2023 11:09:28
Submitted On: Thursday October 12, 2023 11:54:38
Submitted By: Norberto Colon
Email: norberto.colon@motorolasolutions.com
Transaction #: 9a59db4b-4a23-4e99-a7dc-54f75aca0b7b
Submitter's IP Address: 108.84.197.216

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Motorola Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205	*
5	Proposer Physical Address:	500 W. Monroe, Chicago IL 60661	*
6	Proposer website address (or addresses):	https://www.motorolasolutions.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Norberto Colon, VP Sales, MSSSI norberto.colon@motorolasolutions.com 216-956-9120	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Norberto Colon, VP Sales, MSSSI 12430 Plaza Drive Parma, Ohio 44130 norberto.colon@motorolasolutions.com 216-956-9120	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sarah Saunders, MV Presales Business Manager 500 W. Monroe, Chicago IL 60661 551-264-1705 sarah.saunders@motorolasolutions.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1928, Motorola has proudly served the public safety and government markets by providing reliable, mission critical communications systems, products and services. Although many companies have entered the market over the past 90-plus years, Motorola remains the market leader with a sole focus on the public safety industry. As part of expanding its Video Security and Analytics technology platform, Motorola acquired WatchGuard Video, Inc. (WatchGuard) in July 2019. WatchGuard was founded in 2002 and began full production of its mobile video products in September 2005, with initial shipments of the in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010. We currently have approximately 8,000 law enforcement agencies as body-worn and in-car camera customers, with over 115,000 mobile DVR systems in the field.	*
11	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going through a separate bid/RFP process	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx . Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
13	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
14	What is your Canadian market share for the solutions that you are proposing?	We do offer products and services in Canada. "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 400 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturer's Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires its representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience. The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers. Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with various training and certifications. The Motorola specific training consists of a combination of both online and instructor led training. The instructor-led training includes lab work where the technician gets hands-on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Surveillance systems would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity .	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Company Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer We've been consistently recognized for our commitment to inclusion and diversity , as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity , 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation Our products and solutions are consistently recognized for excellence in design. To date, we've e earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html	*
20	What percentage of your sales are to the governmental sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing “ purpose-built” solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*

21	What percentage of your sales are to the education sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions holds numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are some of our other top valued frame agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Surveillance products.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Bettendorf, Iowa	Lt. Andrew Champion	563-529-3298	*
Eddy County, New Mexico	Lt. Amy Douglas	575-887-7551	*
City of Salem, OR	Rain Fields	503-763-3452	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various	Government	Pennsylvania - PA	Public Safety Surveillance	Various	\$420,975	*
Various	Government	Indiana - IN	Public Safety Surveillance	Various	\$409,309	*
Various	Government	Tennessee - TN	Public Safety Surveillance	Various	\$351,662	*
Various	Government	Texas - TX	Public Safety Surveillance	Various	\$268,740	*
Various	Government	Iowa - IA	Public Safety Surveillance	Various	\$144,099	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Motorola Solutions has a direct sales force in the United States of over 400 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represent our total sales force. We have a presence in all 50 states in the US and in all 10 provinces in Canada.	*
27	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufacturer Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives.	*
28	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders placed by a direct sales team or by one of our MR's will be placed with Motorola Solutions. Our MR's have access to similar ordering tools so that experience of the customer is seamless regardless of the sale being initiated by a Motorola Solutions direct employee or one of our MR's	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, My View Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customers and meeting our commitments that go back decades.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Motorola Solutions will be fully servicing all Federal, Provinces, and government and education entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Motorola Solutions will be fully serving all Federal, State, and government and education entities. With the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and government and education entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola Solutions has a strong and well-established Sales and Marketing function. It is organized into several teams: Global Product Marketing: responsible for promotion of individual products and solutions. Regional Customer Insight Marketing: responsible for marketing campaigns tailored to customer needs. Field Marketing: responsible for sales enablement and account-based marketing. Direct Sales: responsible for engaging with larger agencies and custom-designed deployments. Channel Sales: responsible for managing smaller customers, or those who need a more local presence. Selected products are also available through our Avigilon-branded channel partner networks. We undertake to promote our products, solutions and services to everyone in the Sourcewell program. Regional CI Marketing will review the list of participating agencies and reach out to them individually and collectively to promote our public safety video security solutions. Our Field Marketing and Events teams will ensure that prospective customers have access to product demos, either on-premises or at one of our customer experience centers in Chicago IL, Dallas TX, Vancouver BC or Fort Lauderdale FL. The Global Product Marketing team will publish case studies of customers around the world who have deployed our solutions with successful outcomes. We will make these customers available for direct consultation with Sourcewell participating agencies wherever possible. All leads will be passed to our Direct and Channel Sales Teams for further development.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions uses multiple channels of communication to reach our markets. We maintain official corporate social media channels on Facebook, LinkedIn, Instagram, YouTube and X. We also encourage our employees to post content on their own social media accounts, and to engage customers and prospects on social media wherever appropriate. The company has websites available worldwide, segmented into 4 different regions and translated into 12 different languages. We are continually monitoring and optimizing the performance of the pages, to ensure that we reach the maximum possible audience. Visitors can use the on-page chat feature for immediate information, or the "contact us" links to request a callback. We host a blog (https://www.google.com/url?q=https://blog.motorolasolutions.com/en_us/&sa=D&source=docs&ust=1697125837311213&usg=AOvVaw2mygvGahzKj-RuUzWu5HA4) on our website, where industry experts regularly post insights and best practices regarding the deployment of our technology. Within the Support portal, there is also a community area, where our customers can exchange ideas, share information, and request technical guidance. Our marketing call center uses data on public contact lists to reach out to agencies who may benefit from our technology. Those who express interest are passed to our sales teams for follow-up. We use our digital campaign tools to send regular updates to buyers on new products, new commercial offers, and periodic promotions. For more information, they are directed to campaign pages, where they can download white papers, buyers' guides and FAQs in exchange for their contact information. Post-sale, we have a well-developed product update communication process that ensures customers stay up-to-date with the latest features and enhancements on products they have purchased.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would appreciate Sourcewell's assistance in promoting the community benefits associated with successful deployments of Motorola Solutions technology. We propose creating short case study videos that could be published on Sourcewell's News page (https://news.sourcewell-mn.gov/), for other agencies to view. Our sales process already includes several cooperative purchasing organizations, and we are confident that we will be able to give excellent service to all Sourcewell participating agencies.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At present, none of our mobile video products are available through an e-commerce system. We maintain an online shop (https://shop.motorolasolutions.com/) for some of our radio products and accessories, and may choose to add mobile video products to it in the future.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
41	Describe any technological advances that your proposed products or services offer.	Record-After-The-Fact™ Both V300 and V700 body-worn cameras as well as the M500 in-car video system offer the benefit of Record-After-The-Fact. These devices can be configured to constantly buffer video to their internal storage in addition to recording triggered events. When a recording trigger is activated, the device automatically stores the event alongside the Record-After-The-Fact footage. This gives the Department a very secure and redundant way to store video. Most video systems are able to have pre and post event recording, which adds about 60 to 120 seconds on to the front or back of a recorded event. Record-After-The-Fact however, literally gives the Department the ability to go back in time to recover video from both the in-car cameras and body camera that did not previously initiate a recording. If a critical event occurs and no recording triggers were active, the Department can still go back and capture the video from these devices. Peer-Assisted Recording When configured, an activated VB400 camera will put out a Bluetooth trigger beacon so that an unactivated camera that enters the area will start a recording when it comes within an agency-defined proximity radius.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for technicians to respond on site. Subscriber warranty is provided through our repair depot.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the United States and Canada we are able to serve all geographic regions	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
51	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
52	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Motorola Solutions standard payment terms are Net 30. Accepted payment methods include physical checks, wire transfers, Automated Clearing House (ACH) transfers, and credit card payments.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola Solutions does provide leasing options through Motorola Customer Financing that can be match funded or advance funded depending on a customer's financial objectives.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Terms and conditions will be governed by the contractual documents provided including the Motorola Solutions Customer Agreement and applicable addenda. The purchaser's ordering document must reference the Sourcewell Motorola Contract to incorporate these terms and conditions. Additional transaction documents will be dependent on the equipment and/or services quoted.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of MSRP price for each product category. Our categories are known as Accounting Product Categories or "APCs". The details can be found in the pricing section that has been uploaded with our response.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in our pricing is reflective of a percentage off MSRP. Discounts vary based on each product category.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the quote /project.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Each opportunity is unique and may require a custom quote for these services.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is included for most products. For those where it is not included, shipping cost will be specifically identified on the quote. Shipping terms are FOB Shipping.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska, Hawaii or Canada. We currently have customers in all 3 of these locations and can ship to them.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offered in this proposal varies based on the solutions / items and scope selected by the customer. In some cases it's the same we offer municipality, university, school districts or other GPOs, cooperative procurement organizations, or state purchasing departments but oftentimes if better.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO, HGAC contracts for over a decade. We currently use this method for our various Sourcewell contracts.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path. We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	At Motorola Solutions, our history of innovation for public safety is part of who we are. Motorola Solutions believes that transparency in public safety starts with every police officer being outfitted with a body-worn camera, and that it should be as commonplace as the badge they wear. The proposed products all have the common goal of providing agencies with a fully unified solution and ecosystem. The goal of Motorola Solutions' technology umbrella is to provide best-of-breed products capable of integrating to reduce the steps in the officer's workflow and provide automation to increase efficiency and productivity. Examples of this include integrations with the Motorola APX radios, in-car and body-worn camera activation triggers, and CAD/RMS integration (automatically associate CAD information with recorded video). These integrations allow the systems to communicate and share information to reduce the number of touch points for the officer and dispatch, which allows them to focus on the critical events at hand. The Motorola Solutions ecosystem provides an end-to-end software suite purpose built for public safety. It enables information to be entered once, at any point in your operations, and shared by everyone—from call to case closure.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In-Car Video Cameras, Body-Worn Cameras, License Plate Readers, Interview Room Systems, Evidence Management Software & Hardware Cloud, Hybrid, and On-Premise Storage Solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	☒ Yes ☐ No	The proposed hardware provides a breadth of hardware solutions to fit an agency's needs.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	☒ Yes ☐ No	Motorola Solutions LPR fixed or mobile cameras can be utilized regardless of the necessary location. Our offerings have the ability to be affixed to buildings, the inside or outside vehicles, and high traffic area vantage points to ensure safety	*
73	Video capable threat and weapons detection.	☐ Yes ☒ No	Our current hardware and software suites do not provide the ability to utilize AI visual threat and weapons detection, though may be a feature available in future offerings.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	☒ Yes ☐ No	Our offering includes several related and complementary equipment/software such as chargers, mounts, brackets, cables, microphones, DEMS software and streaming software. Any service and related accessory related to our Public Safety Surveillance solution is included.	*
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	☒ Yes ☐ No	Our offering includes all of the above.	*
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	☒ Yes ☐ No	Our offering includes all of the above.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	☒ Yes ☐ No	Our offering includes all of the above.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Our Body-Worn and In-Car Video Camera data security features include: Encryption of data at rest and in transit. CJIS compliance. FIPS-140-2 compliance. Data security is elevated with encryption at rest and in transit technology. Video, audio and metadata is encrypted at rest and in motion using FIPS-140-2 compliant encryption. Motorola Solutions body-worn solutions will not allow users to save or download videos directly from the camera to a USB or other external drive/device. There are no cables that directly connect to the camera. Video may only be accessed for downloading and saving when the camera is connected to its paired DEMS environment.	*

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information. CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to its associated Digital Evidence Management System. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient. Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Motorola has several APIs on hand that allows integration with other third party CAD and RMS systems to allow searching, tagging, etc. Our professional service team engages with the utilized CAD vendor to discuss the integration. When paired with our in-car camera system, the V300/V700 recordings automatically inherit the properties, including the event tag(s) of the in-car recording. CAD/RMS integration is also available to allow auto tagging. Aside from customizations of standard system options, customers have the ability to request API customization for CAD and RMS integration with third party vendors. Motorola offers our own CAD and RMS solutions which can be integrated as one "ecosystem" ensuring compatibility and long term support. Available metadata includes: - Date / Time - GPS - Officer Name - Event Category - Badge ID - Stream Quality - Unit / Camera ID - Time Zone - Software Version - Serial Number - MAC ID - Battery Level - Temperature - Power On - Power Off - Record Start - Record Stop - Docked/Undocked - Covert On / Off
81	Describe how your system allows for secured sharing of videos – file sharing systems.	Motorola Solutions' DEMS provides multiple means and workflows for sharing digital evidence with internal users, external partners and prosecuting agencies to meet an entity's procedures and requirements. Internal sharing can be utilized with individual named users or user groups defined by the user's organization. External sharing of assets can be accomplished in the same manner, with individual external users and user groups that can be managed by the customer within their own Motorola DEMS environment as part of your deployment. External link sharing allows link based shares to individuals who are not users within Motorola DEMS. Sharing allows time restricted access and permission controls for viewing annotations, viewing metadata, or ability to download content. All metadata are accessible to the user and can be viewed prior to sharing. Users can also provide permission to allow the shared user to view metadata as well.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Our on-premise DEMS solution is CJIS compliant. Our cloud solutions use the Microsoft Azure Government environment and is a CALEA and CJIS certified data center. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:58:55
 - [Financial Strength and Stability](#) - Financial Strength and Stability _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:03
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:11
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:19
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday October 12, 2023 10:00:15
 - [Requested Exceptions](#) - Requested Exceptions _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 10:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Norberto Colon, TVP, MSSSI, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☒	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☒	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☒	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☒	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☒	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☒	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☒	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☒	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☒	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☒	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☒	2

**AMENDMENT #1
TO
CONTRACT # 101223-MOT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Motorola Solutions, Inc.** (Supplier).

Sourcewell awarded a contract (101223-MOT) to Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services to Sourcewell and its Participating Entities, effective January 31, 2024, through December 15, 2027 (Contract).

The parties agree to amend the Contract to include Supplier's additional end-user terms and conditions for Participating Entities.

NOW, THEREFORE, the parties amend the Contract as follows:

Parties hereby enter into this Amendment No. 1 pursuant to Article 6.B. of the Contract, Motorola now provides end-user terms related to the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services. All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment's additional/supplemental terms and conditions shall prevail over the Agreement.

1. This Amendment is effective upon the date of the last signature below.
2. Article 6. PARTICIPATING ENTITY USE AND PURCHASING B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Supplier's Motorola Solutions Customer Agreement (MCA), which is attached hereto as Attachment A, is incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and

conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 1/27/2025 | 4:16 PM CST

Motorola Solutions, Inc.

DocuSigned by:
By: Norberto Colon
9AC8D7AC03B5427...
Norberto Colon

Title: VP MSSSI & DIRECTOR OF SALES

Date: 1/27/2025 | 6:31 PM CST

ATTACHMENT A

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on January 31, 2024, Sourcewell and Motorola entered into a contract identified as 101223-MOT, (the “Contract”), which provides that Participating Entities (including Customer) may purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services (“Public Safety Video Surveillance Solutions”) from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services (“Public Safety Video Surveillance Solutions”) from Motorola by Customer.

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products and Services

(as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

- Exhibit A “Payment” (Communications System purchase only)
- Exhibit B Motorola Proposal dated _____
- Exhibit C “System Acceptance Certificate” (Communications System only)

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

“**Authorized Users**” means Customer’s employees, full-time contractors engaged for the purpose of

supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“Change Order” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“Communications System” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“Contract Price” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

“Customer Contact Data” has the meaning given to it in the DPA.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

“Motorola Data” means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services or Maintenance and Support Services will take place.

“Software System” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subscription Software” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“Third-Party Data” has the meaning given to it in the DPA.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

- 3.2.5.3. Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.
- 3.2.6. Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.
- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.
- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in,

any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such

termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription Software.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation (“MSCC”), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
 Address: _____
 Phone: _____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated

upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or

adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or

proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10. Confidentiality.

- 10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.
- 10.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained

subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to “Motorola Materials”. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer’s internal business purposes; (b) disclose the data to third parties; (c) “white label” such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other

data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the

Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be

responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically

stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

- 15.11.** Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12.** Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	Customer: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Software License Addendum

This Software License Addendum (this “**SLA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

2.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a

Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve

issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any

Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this “**MVVA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer’s purchase of (a) any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”), and (b) Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

“**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition (“LPR”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. “Unlimited Storage” related to Customer’s purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies (“LEAs”). LPR data and where applicable, booking images, collected by the License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant

VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines

was changed, modified, or repaired by Customer or any third party. The **“No-fault Warranty”** means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the **“Initial Commitment Term”**). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a **“Subsequent Commitment Term”**) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a **“Commitment Term”**.

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer’s continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer’s purchase of additional access at Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola’s prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the

Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to

the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties’ Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

Section 2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Proposal.

Section 3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

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

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

3.1.11 Excluded Services.

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

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

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

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list

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

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

3.2 Lifecycle Management Services

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is [REDACTED] years, commencing on [REDACTED], 202[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$[REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

- c) Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Exhibit A

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.**

EXHIBIT C

System Acceptance Certificate
Communications System

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260051-C-PH, Data Center Modernization of City Hall and Police Department (**Suzanne Linton IT Director, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260051-C-PH, Data Center Modernization of City Hall and Police Department, Utilizing the Sourcewell Contract No. 121923-SHI, to SHI International Corp. for an amount not to exceed \$234,456.45 for the Information Technology Department.

Background

The purpose of this contract is to upgrade and replace critical data center hardware that supports City-wide systems. This project is in the Information Technology Department's Capital Improvement Plan and focuses on replacing end-of-life servers and storage equipment to enhance system performance, increase capacity, and strengthen business continuity. This modernization will reduce maintenance risk, improve service availability, and position the City for future digital transformation efforts (see attached memo).

The Sourcewell Contract No. 121923-SHI has been awarded by virtue of a competitive public process and is made available for use by other local governments.

Funding

134-8890-519.63-00 and 402-8803-536.63-00

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Information Technology Division

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711

MEMORANDUM

TO: Janina Lewis, Procurement Services Director

FROM: Suzanne Linton, IT Director *SML*

DATE: October 24, 2025

SUBJECT: Data Center Modernization City Hall and Police Department

Recommendation

Approve purchase of server hardware totaling \$234,456.45 from SHI utilizing Sourcewell Contract No. 121923-SHI.

Background

The purpose of this purchase is to upgrade and replace critical data center hardware that supports citywide systems. Consistent with Section A.2.2 of the City's Strategic Plan, Implement a Capital Improvements Plan that improves, restores, expands, and modernizes infrastructure. This initiative aligns with our goal to ensure reliable and secure technology services across departments.

The project is included in the Information Technology Department's Capital Improvement Plan and focuses on replacing end-of-life servers and storage equipment to enhance system performance, increase capacity, and strengthen business continuity. This modernization will reduce maintenance risk, improve service availability, and position the city for future digital transformation efforts.

Funding

This project is included in the FY26 budget in 134-8890-519.6300 and 402-8803-536.6300.

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

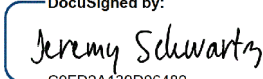
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

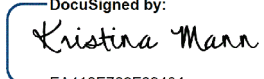
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:

By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 290 Davidson Ave.
Somerset, New Jersey 08873

Contact: Tory Pubylski

Email: victoria_pubylski@shi.com

Phone: 512-983-6502

Fax: 512-983-6502

HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21

Submitted On: Tuesday December 19, 2023 15:26:51

Submitted By: Tory Pubylski

Email: victoria_pubylski@shi.com

Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1

Submitter's IP Address: 161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubyli, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubyli
Capture & Business Development Manager
Victoria_Pubyli@shi.com
2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached \$14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately \$100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards

- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards

- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award

- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards

- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opendgear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 National Cooperative • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 National Cooperative • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 National Cooperative • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 National Cooperative • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 National Cooperative • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 National Cooperative • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 State Contract • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 State Contract • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 State Contract • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	\$8-\$32.3M	\$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	\$4-\$9.2M	\$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	\$3-\$17M	\$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	\$12-\$10.2M	\$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	\$4-\$1.5M	\$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcwell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcwell members. To remain successful for Sourcwell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team

The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives.

Public Sector Inside Team

Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales

With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.

Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.
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28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfillment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubytski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums.

Webinar Series

Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings:
<https://www.publicsector.shidirect.com/about/events>

SHI Resource Hub

The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts.

Social Media

In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community.

We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com.

SHI Sponsorships

In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors.

In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across:

- Television and radio
- Earned media
- Website and e-mailings
- Advertising and supporting collateral
- Hospitality
- Onsite signage

Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship.

As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners.

SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament.

When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoing at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and

programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.

	• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: - o High-efficiency HVAC equipment - o Energy Star equipment/appliances - o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). - o Automatic lighting controls and LED lighting throughout (Austin). - o Occupancy sensor control of lighting fixtures. - o Water-efficient and low-flow plumbing. - o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice

Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement

Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support

Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education

Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.

Negotiation Assistance

SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print

SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services

Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services

To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services

Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability

As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcwell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.
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52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • \$0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional \$1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. - o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • \$1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcwell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.

- **Contact Information:** The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements

The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications

SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification

SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports

Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents

An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher.

Key elements of a EULA often include:

- **License Grant:** This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
- **Restrictions on Use:** The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.

- **Intellectual Property Rights:** The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- **Warranty and Liability:** The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- **Termination:** This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- **Privacy Policy:** The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:

- **Scope of Services:** This details the services to be provided, how they will be delivered, and the schedule for delivery.
- **Performance Metrics:** These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- **Monitoring and Reporting:** The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- **Problem Management:** This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- **Responsibilities:** The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- **Penalties and Remedies:** The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- **Confidentiality and Security:** This section outlines how the provider will protect the customer's data and ensure privacy.
- **Termination Terms:** This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work

A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:

- **Project Overview:** This provides a general summary of the project, its purpose, and objectives.
- **Scope of Work:** This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- **Deliverables:** This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- **Timeframe:** The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- **Standards and Criteria:** This section describes the quality standards or benchmarks that the work should meet.
- **Payment Terms:** This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- **Resources:** This section provides information about any resources or materials that will be needed to complete the project.
- **Responsibilities:** This outlines the roles and responsibilities of all parties involved in the project.
- **Assumptions and Constraints:** This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcwell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcwell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcwell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including

the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project.

Pricing for professional technology services for a scope of work typically involves several factors:

1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required.
2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed.
3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel.
4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price.
5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made.

It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed.

Cost Savings

SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger.

SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price.

Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount.

SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware

Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available.

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software

Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMS will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services

Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:

- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center

A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.

- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/>.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/arianne-mount-2b301146/>.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/ .	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcwell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcwell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcwell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcwell and Sourcwell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping

Print - Printers, Scanners, MFDs, Toners and Supplies

Data Center - Servers and Storage, Power and Cooling, and Services:

Configuration, asset tagging, kitting, and shipping

Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software

SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring

As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:

- **Secure Governance:** In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
- **Secure Infrastructure:** SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
- **Secure Data:** SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
- **Secure People:** We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud

Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), "X" or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management

SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)

The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:

- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)

SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services

SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services

The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning

Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support

MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)

SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation

SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:

- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)

The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:

- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop

The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports

SHI's dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that's right for each organization.

STEM/STEAM

STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world's challenges and

solve real-world problems. Here are some examples of STEM technology products:

- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions

Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.

- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions

Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged "smart cities." The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI's solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

Box-Premier
 Broadcom-Elite
 Brother-Authorized Partner
 C2G-Platinum Partner
 Canon-Authorized Partner
 Carbonite-Premier Partner
 CheckPoint-Three Star National Partner
 Cisco-Gold Partner
 Citrix-Platinum Partner
 Cleartouch-Highest
 Cohesity-Strategic National Partner
 Commvault-Market Builder - Top Tier
 Cradlepoint-Premier NSP
 CrowdStrike-Elite Partner
 CyberArk-Advanced Partner
 CyberPower-Elite Partner
 Cylance-Authorized
 Datawatch-Platinum
 Delinea-Authorized Reseller
 Dell-Dell EMC Titanium Black (Authorized 15+ years)
 D-Link-Gold Level
 Druva-Elite Partner
 DynaBook-Platinum Preferred
 Eaton-Authorized Partner
 Elastic-Professional Partner
 Entrust-Professional Partner
 Epson-Epson Business First Gold Partner
 Ergotron-Gold
 Erwin-Authorized
 ESET-Silver
 Exagrid-Authorized Reseller (Highest level)
 ExtraHop Networks-Gold
 Extreme Networks (ExtremeNetworks+Aerohive)-Diamond
 F5-Platinum Partner
 Facebook Oculus-Authorized Reseller
 Forcepoint-Titanium Partner
 Forescout-Platinum
 Fortinet-Expert
 Fujitsu-Authorized Partner
 GitLab-Select Partner
 Globalscape-Authorized
 Good Technology (Blackberry)-Authorized
 Google-Premiere Partner
 GoTo-Platinum Partner
 Hewlett Packard Enterprise-Platinum Partner
 Honeywell-NBR (National Broadline Reseller)
 HP, Inc.-Power Services Partner (Authorized 25+ years)
 HPE Aruba Networking Division-Platinum Partner
 IBM Hardware-Gold
 IBM Software-Gold Business Partner
 Infocus-National Partner
 Intel-Intel Partner Alliance Titanium Member
 IPSwitch-Titanium
 Ivanti-Platinum
 Jabra-Premier Partner
 JAMF-Gold Partner
 JetBrains-Authorized
 Juniper Networks-Juniper Elite
 KEMP-Authorized
 Kingston-Authorized Reseller
 Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner
 Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+))
 Lexmark-Tier 1, Diamond Edge
 LG-Authorized Reseller
 Logic Monitor-Authorized Reseller
 Logitech-Authorized Partner
 LogMeIn-Authorized
 LogRhythm-Services Authorized Reseller (Highest Tier)
 Malwarebytes-Platinum Partner
 ManageEngine (Zoho)-Authorized
 Meraki-Gold
 MicroFocus-Platinum Partner
 Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller
 Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

GSA & DISO Authorized; Authorized Azure Expert MSP
 Mimecast-Elite Partner
 MobileIron-Iron
 Nasuni-Premier
 NetApp-Star Reseller
 Netgear -Reseller
 NetIQ (Micro Focus)-Platinum
 NetScout Systems (Arbor Networks)-Platinum
 Netwrix-Platinum Partner
 Nimble-Platinum
 Novell-Platinum Partner
 Nuance-Authorized
 Nutanix-Master Level Partner, Cloud Champion
 Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX)
 OKTA-Elite Level Partner
 Open Gear-Premier Partner (Highest level), Elite
 OpenText-Authorized Reseller
 Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum
 Paessler-Gold Partner
 Palo Alto Networks-Diamond
 Panasonic-Tier A Reseller
 Parallels-Premier
 PingIdentity-Platinum Partner
 Poly (Plantronics & Polycom)-Platinum Partner
 Progress Software (Kemp)-Titanium Authorized Partner
 Promethean-National Partner
 Proofpoint-Platinum Partner
 Pulse Secure-Authorized
 Pure Storage-Elite Partner
 Qualys-Supported Partner
 Quantum Storage-Premier Partner
 Quest-Platinum Plus Partner
 Rapid7-Gold Level Partner
 Raritan/ServerTech-Authorized Reseller
 Red Gate-Authorized
 RedHat-Red Hat Advanced Business Partner
 Ribbon Communications-Bronze
 Riverbed Technology-Elite Partner
 RSA-Titanium DMR Partner
 Rubrik-Elite Plus Partner
 Ruckus Wireless (CommScope)-Elite Partner
 Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level
 SanDisk (Western Digital)-Gold
 SAP BusinessObjects-Silver, Large Account
 Scale Computing-Platinum
 SentinelOne-Platinum Partner
 Sharp – NEC-Authorized for Sharp Electronics Display Solutions
 SilverPeak-Platinum Level
 Smarsh-Hybrid Cloud & Emerging Partner
 SolarWinds-Elite Partner
 SonicWALL-Platinum Partner
 Sony-Gold
 Sophos-Sophos Select Partner
 Spectra Logic-Elite VAR
 Splunk-Premier Partner
 StarTech-Authorized Partner
 SunOracle-Platinum
 Supermicro-Tier-1 Diamond
 Suse-Platinum Level, Specialized in Sell and Manage
 Symantec-Premier Partner
 Synology-Authorized Reseller
 Tableau-DMR Partner
 Tanium-Partner Plus
 Targus Authorized
 TeamViewer-Authorized Reseller
 TechSmith-Preferred Partner
 Tenable-Platinum Reseller
 Thales-Platinum
 Tintri-Elite Partner
 Toshiba-Platinum Preferred
 Trellix-Platinum Partner
 TrendMicro-National Channel Partner
 TrippLite-Authorized Partner
 Tripwire -Platinum Partner
 Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can be sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works

When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement. When the customer receives an email containing a renewal reminder, they are given the following three options:

- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes

In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline

The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.

- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO

In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI

We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
- See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information.

Order Tracking

SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices.

Returns

Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI's Return policy.

Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI's internal order processing system.

Reporting

The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system.

Customization

SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website.

Additional customization includes:

- Set up users by groups: Purchasers, IT Department, Accounting.
- Custom Checkout and Pre-loaded address list.
- Setup basic Approval Routing.
- Create custom product configurations.

Training

To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate

Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:

- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize

SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:

- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize

SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:

- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage

SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.
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Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- [Marketing Plan/Samples](#) - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- [WMBE/MBE/SBE or Related Certificates](#) - SHI Response- Sourcewell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- [Upload Additional Document](#) - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- [Pricing - Category 1](#) - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1



Pricing Proposal
Quotation #: 26653271
Created On: 9/18/2025
Valid Until: 10/18/2025

FL-City of Tarpon Springs

Frank Ellis

PO BOX 5004 ATTN: A/P
TARPON SPRINGS, FL 34689
United States
Phone: 7279382849
Fax:
Email: fellis@ctsfl.us

Inside Account Executive

Alex Friedman

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell AX-760 Dell - Part#: 210-BNVJ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$3,901.60	\$11,704.80
2 Azure Stack HCI Operating System Dell - Part#: 379-BEHV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
3 Microsoft Azure Stack HCI OS 23H2 Dell - Part#: 634-CKQC Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software	3	\$0.00	\$0.00
4 Informational Purposes Only Dell - Part#: 800-BBQV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
5 Informational Purposes Only Dell - Part#: 800-BBQV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
6 Hybrid Node Azure Stack HCI Dell - Part#: 350-BCBT Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00

7	AX-760 IDM Dell - Part#: 329-BKPH Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
8	Trusted Platform Module 2.0 v5 Dell - Part#: 461-BBBM Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$38.51	\$115.53
9	No GPU Enablement Dell - Part#: 379-BDSR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
10	3.5 Chassis with up to 12 SAS/SATA Drives 4x2.5 Rear NVMe Direct drives LP Adapter PERC 11 Dell - Part#: 404-BBED Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$285.58	\$856.74
11	No RAID Dell - Part#: 780-BCDI Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
12	Dell HBA355i Adapter Low Profile Dell - Part#: 405-AAZF Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$461.05	\$1,383.15
13	Riser Config 6 2x8 FH Slots (Gen5) 2x16 LP Slots (Gen4) Dell - Part#: 330-BBYJ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$289.11	\$867.33
14	Motherboard supports ALL CPUs (required for CPUs 250W and above) MLK Dell - Part#: 329-BKCG Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$175.08	\$525.24
15	Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 Dell - Part#: 338-CHTG Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$1,134.53	\$3,403.59
16	Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 Dell - Part#: 338-CHTG Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$1,134.53	\$3,403.59

17	Additional Processor Selected Dell - Part#: 379-BDCO Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
18	Heatsink for 2 CPU configuration (CPU greater than 165W) Dell - Part#: 412-ABCP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$97.60	\$292.80
19	5600MT/s RDIMMs Dell - Part#: 370-BBRX Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
20	Performance BIOS Settings Dell - Part#: 384-BBBL Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
21	No Cables Required Dell - Part#: 470-AEYU Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
22	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28 No Crypto OCP NIC 3.0 Dell - Part#: 540-BDJL Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$275.85	\$827.55
23	Broadcom 5720 Dual Port 1GbE LOM Dell - Part#: 540-BDKD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$54.07	\$162.21
24	Dell Luggage Tag Dell - Part#: 321-BHMY Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
25	PowerEdge 2U Standard Bezel Dell - Part#: 325-BEVI Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$19.07	\$57.21
26	Very High Performance Fan x6 Dell - Part#: 750-ADGJ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$116.33	\$348.99

27	Dual Hot-Plug Power Supply Redundant (1+1) 1400W Mixed Mode Dell - Part#: 450-AJHG Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$544.31	\$1,632.93
28	Cable Management Arm 2U Dell - Part#: 770-BDRQ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$32.72	\$98.16
29	ReadyRails Sliding Rails (B21) Dell - Part#: 770-BEKK Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$59.87	\$179.61
30	BOSS-N1 controller card + with 2 M.2 960GB (RAID 1) Dell - Part#: 403-BCRZ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$1,540.72	\$4,622.16
31	BOSS Cables and Bracket for R760 (4x2.5 Rear) Dell - Part#: 470-AFME Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$19.45	\$58.35
32	No Media Required Dell - Part#: 605-BBFN Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software	3	\$0.00	\$0.00
33	iDRAC Group Manager Disabled Dell - Part#: 379-BCQY Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
34	Performance Optimized Dell - Part#: 370-AAIP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
35	No Systems Documentation No OpenManage DVD Kit Dell - Part#: 631-AAACK Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software	3	\$0.00	\$0.00
36	iDRAC Legacy Password Dell - Part#: 379-BCSG Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
37	No Quick Sync	3	\$0.00	\$0.00

Dell - Part#: 350-BBYX
Contract Name: Sourcewell- Technology Products & Solutions
Contract #: 121923-SHI
Note: Hardware

38	DHCP with Zero Touch Configuration Dell - Part#: 379-BCRB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
39	UEFI BIOS Boot Mode with GPT Partition Dell - Part#: 800-BBDM Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software	3	\$0.00	\$0.00
40	iDRAC9 Enterprise 16G Dell - Part#: 528-CTIC Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$323.31	\$969.93
41	OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions Perpetual Dell - Part#: 528-CJIT Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Software	3	\$194.14	\$582.42
42	PE R760 No CCC or CE Marking Dell - Part#: 343-BBSU Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
43	PowerEdge R760 Shipping Dell - Part#: 340-DCEP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$19.07	\$57.21
44	PowerEdge R760 Shipping Material Dell - Part#: 340-DJQY Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$57.97	\$173.91
45	None Required Dell - Part#: 817-BBBP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$0.00	\$0.00
46	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 4 Years Dell - Part#: 713-0084 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$11,002.14	\$33,006.42
47	ProSupport Plus Mission Critical 4-Hour 7x24 OnSite Service with Emergency	3	\$4,591.81	\$13,775.43

Dispatch 3YR
Dell - Part#: 713-0098
Contract Name: Sourcewell- Technology Products & Solutions
Contract #: 121923-SHI
Note: Services

48	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year Extended Dell - Part#: 713-0100 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$5,078.93	\$15,236.79
49	Dell Hardware Limited Warranty Plus On-Site Service Dell - Part#: 713-0124 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$0.00	\$0.00
50	Thank you for choosing Dell ProSupport Plus. For tech support visit dell official sites. Dell - Part#: 951-2015 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$0.00	\$0.00
51	Dell Limited Hardware Warranty Plus Service Extended Year(s) Dell - Part#: 975-3462 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$0.00	\$0.00
52	ProDeploy Plus AX 1u2u Dell - Part#: 892-4683 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	3	\$4,185.76	\$12,557.28
53	64GB RDIMM 5600MT/s Dual Rank - HCI Dell - Part#: 370-BCFQ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	24	\$1,682.74	\$40,385.76
54	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28 No Crypto PCIe Low Profile Dell - Part#: 540-BDJO Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$275.85	\$827.55
55	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28 No Crypto PCIe Full Height Dell - Part#: 540-BDJC Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	3	\$275.85	\$827.55
56	SFP28 SR Optic 25GbE 85C for all SFP28 ports Dell - Part#: 407-BCGJ Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	6	\$287.52	\$1,725.12

57	Dell Networking Cable SFP28 to SFP28 25GbE Passive Copper Twinax Direct Attach Cable 2 Meter Dell - Part#: 470-ACET Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	6	\$46.09	\$276.54
58	12TB 7.2K RPM SAS 12Gbps 512e 3.5in Hard Drive Dell - Part#: 400-AWIP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	24	\$826.31	\$19,831.44
59	6.4TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 Flex Bay Dell - Part#: 400-BKGP Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	12	\$5,306.93	\$63,683.16
60	Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam) Dell - Part#: 450-AALV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Hardware	6	\$0.00	\$0.00
			Total	\$234,456.45

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 20 days.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 260045-N-PH, Single Source Purchase of Beverages for Resale, Golf Course Snack Bar (**Tom Kiger Public Services Director, Howard Hunt Golf Course Manager, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 260045-N-PH, Single Source Purchase of Beverages for Resale, to JJ Taylor Distributors; Great Bay Distributors and Bottling Group, LLC d/b/a Pepsi Bottling Group for a period of one (1) year, effective from the date of award, in an estimated total amount not to exceed \$90,000, for the Public Services Department - Tarpon Springs Golf Course.

Background

The purpose of this contract is to furnish and deliver beverages for resale at the Golf Course Snack Bar. This is a revenue-generating contract for the City. The requested authorization is based on estimated total annual beverage sales and historical contract spend. The Golf Course has reliably used these vendors for more than ten years; they are an important part of the Golf Course's food and beverage program (see attached memo).

Funding

FY26 budget; accounts 407-4903-572-5202, 407-4903-572-5205 and 407-4903-572-5203

Strategic Plan Objective

N/A



Thomas Kiger

Public Services Director

Public Services Department

Memorandum

Date: October 21 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

From: Howard Hunt, Golf Course Manager

Subject: Award File No. 260045-N-PH, Purchase of Beverages for Re-Sale, Golf Course Snack Bar

Recommendation

Award a new contract with JJ Taylor Distributors, Great Bay Distributors and Bottling Group, LLC d/b/a Pepsi Bottling Group, in the estimated amount of \$90,000, Re-Sale of Golf Course Snack Bar Beverages for one year.

Background

We are awarding a new contract for fiscal year 2026 to stock the Golf Course Snack Bar with beverages it needs to serve its customers.

Funding

Funding for this service will be from Food and Beverage Accounts 407-4903-572-5202, 407-4903-572-5205 and 407-4903-572-5203.

City of Tarpon Springs
Office of the Internal Auditor

Audit of the Procurement
Services Department



Prepared by:
Billy Poulos, MBA, CIA, CGAP
City Internal Auditor
September 2025

Report #11_2025

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City of Tarpon Springs Office of the Internal Auditor

9/26/2025

Honorable Mayor Koulianos and Commissioners,

Enclosed is Audit #11_2025 of the Procurement Services Department. This audit was conducted under the authority of the approved FY 2025 Internal Audit Plan, and contains my analysis and conclusions based on the information available to me. The report contains one finding and five observations. Management's response is also included. I am available anytime to discuss the audit and will place it on the November 4, 2025, BOC Regular Session agenda for a brief presentation.

I would like to thank Janina Lewis- Procurement Services Director, and her staff for their help with the audit.

Sincerely,

Billy Poulos
City Internal Auditor

Cc: Charles Rudd, City Manager
Janina Lewis, Procurement Services Director

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Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY 2025 Internal Audit plan, I have completed the audit of the Procurement Services Department. The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (I.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

The Tarpon Springs Procurement Services Department ("The Department") is responsible for overseeing the City's procurement activities, including purchasing card administration, formal solicitations, and procurements exempt from the formal process (e.g., Single/ sole source and emergency procurements). The Department also manages fixed assets from acquisition to disposal, as well as certain inventory items such as fuel and fleet parts.

As with all public sector procurement functions, the Department's objectives are to ensure that City purchases are transparent, impartial, timely, well-documented, and conducted ethically. Additionally, it is tasked with maximizing the value of public funds and safeguarding City assets under its stewardship. This audit focused on the Department's major functions, excluding purchasing card administration and inventory management, which will be reviewed in future audits.

The procurement process is inherently documentation-intensive, often requiring extensive records related to vendors, products, services, justifications, and approvals to ensure proper execution. The Department has developed and adheres to the City's Administrative Code for Procurement Guidelines, which serves as a comprehensive and up-to-date framework for its policies and procedures. These guidelines also incorporate relevant City Ordinances and State of Florida procurement statutes, further strengthening the Department's compliance and control structure.

The only finding noted during the audit pertained to the justification and approval process for single/ sole source procurements. These are procurements that bypass the formal procurement process when certain conditions are met. Usually, a product or service is single/ sole sourced due to limited or nonexistent vendor competition in the marketplace, or the product itself has unique attributes. During testing of some of the justification forms that must be approved by the Department, it was noted that some of the items or vendors did not necessarily meet the standards necessary to qualify as a single/ sole source procurement. The policies and procedures that govern single/ sole source procurements are adequate, therefore simply applying greater scrutiny to the justification forms is the only remedy needed.

Procurement files must be complete and accurate to demonstrate that solicitations are being managed properly and in the best interest of the City. Well-maintained documentation also enables the Department to defend its processes and decisions in the event of a challenge. A review of solicitation files found no exceptions, as the files were complete and in good order.

No formal bid protests were filed during the audit period, which indicates that the Department is effectively communicating solicitation requirements upfront and is diligently evaluating and processing proposals. However, the Director did conduct two debriefings for vendors whose proposals were unsuccessful, providing them with valuable feedback to better understand the reasons for non-selection.

Ratifications were also not an issue during the audit period, as only two occurred. Ratifications are when an unauthorized commitment is made (In excess of the \$5,000 threshold), and an action is needed

to correct the unauthorized commitment. Both cases were reviewed to ensure they had the proper justifications and explanations, as required by policy, and that they were approved by the appropriate parties. Each ratification met the criteria outlined in the City's procurement policy.

The Department is responsible for managing the City's fixed assets and has a strong control structure in place to effectively manage the assets while minimizing the risk of misappropriation. They use a decentralized approach that incorporates the other City departments into the process, along with an electronic "Sticker and Scanner" system to record and account for fixed assets on an annual basis. They have strong preventive and detective controls at each stage of the process, from the initial purchase to the disposal of the asset, when it is either surplus, sold, destroyed, or donated.

Overall, the Procurement Department has established a strong foundation of internal controls and is applying them effectively across all its functions. The Department is committed to ensuring that City purchases are transparent, impartial, timely, well-documented, and conducted with integrity. Additionally, it strives to maximize the value of every dollar spent and to safeguard the City assets under its responsibility.

This report uses a balanced format approach which includes both Findings and Observations. Findings can include any number of things where improvement is needed and usually require remedial action by the auditee or other related parties. In contrast, Observations are areas where the auditee has excelled or has exhibited a best practice. They can also include areas that may need additional review or discussion and may not be within the Department's control. The use of a balanced format approach helps provide an overall picture of the department, which is important for a decision-making Board.

In order for the reader of this report to gain a complete understanding of this audit's objectives and conclusions, it is strongly recommended that the details surrounding the findings and observations listed below are read in their entirety.

Finding(s)

#1: The Department should review the justifications for single/ sole source procurements more closely, as some of the approvals are debatable.

Observation(s)

#1: The Department has created a comprehensive and up-to-date set of policies and procedures using the City's Administrative Code for Procurement Guidelines as the framework.

#2: File documentation for medium and large solicitations is complete and accurate, as no exceptions were noted in the file review.

#3: There were no formal bid protests during the audit period which indicates that solicitations are being handled properly and according to the City Charter and Administrative Code.

#4: The Department has strong controls to manage the City's fixed assets.

#5: The Department has adequate controls surrounding ratifications and only had two during the audit period.

Background

The Tarpon Springs Procurement Services Department ("The Department") is a support department that provides a variety of procurement related services to the other City departments and divisions. The Department reports directly to the City Manager and consists of three full-time employees that are funded by the General Fund (The Procurement Director and two Senior Procurement analysts). The number of employees has remained consistent for many years. The Department also has a full-time Stores Clerk that is funded by the Water-Sewer Fund. This employee reports to the Procurement Director (For separation of duties purposes) but manages the parts warehouse for the water and wastewater divisions. This includes ordering, receiving, stocking, tracking, and compiling the needed parts for employees to make repairs in these divisions. The Department is responsible for the following major functions as well as some other minor functions (Not inclusive of all functions):

- Manages the City's Purchasing Card Program ("PCards").
- Manages, provide guidance, negotiates, and supports all City purchases using a variety of methods including:
 - ✓ Large procurements ($\geq \$25,000$) through competitive solicitations.
 - ✓ Medium procurements (\$5,000 - \$24,999) which require three written quotes.
 - ✓ Small procurements ($\leq \$4,999$) where a formal solicitation method is not required. These procurements use a "Best value" determination by the requesting department and only requires the approval of its director.
 - ✓ Cooperative purchasing agreements (Joint solicitations¹ & Piggybacking² off other agency's competitively solicited bids).
 - ✓ Single/ Sole source procurements, and other purchases that are exempt from the competitive process.
 - ✓ Emergency procurements (Allowed when an emergency is declared by the City Manager and the BOC is noticed).
- Management of fixed assets from acquisition to disposal ($> \$5,000$ at the time of purchase).
- Management of certain inventory items like fuel, water-sewer repair parts, fleet parts and others.

The Department operates under the City's Administrative Code for Procurement Guidelines ("The Administrative Code") as well as its own set of policies and procedures. The Administrative Code lays out the general procurement guidelines including the dollar amount thresholds that determine which solicitation method will be used ([See Table #1 below](#)). Additionally, the City Charter has a section concerning bid protests that the Department adheres to ([See Observation #3](#)). The Department is currently in a transitional period in terms of the software systems they use. In addition to the City-wide systems such as OnBase³ and Naviline⁴, the Department is in the process of switching from Demandstar (which is a free e-procurement solution for governments), to Bonfire which is a full-cycle procurement software solution. Bonfire software is public facing and enables the City to post current opportunities, as well as past and current contracts. It offers greater functionality for vendors and helps procurement staff

¹ A joint solicitation is when two or more organizations combine their individual product and service needs into a single solicitation effort to take advantage of volume pricing and other benefits.

² Piggybacking is when an agency uses another agency's contract, even if it wasn't part of the original solicitation. Agencies that piggyback on existing contracts are bound by the terms, conditions, and pricing set in those contracts.

³ OnBase is the City's electronic document repository that is used by all departments.

⁴ Naviline is the City's enterprise-wide accounting, asset management, scheduling, and work order system (This is not inclusive of all its functionality).

score proposals, manage contracts, invoices, approvals, and other documents electronically with greater efficiency. The Department has been adding new contracts to the Bonfire system along with current contracts as they renew, while simultaneously using the Demandstar system. Within a couple of years, the legacy Demandstar system will be phased out and the Bonfire system will be used exclusively (OnBase and Naviline will continue to be used).

Like all public sector procurement departments, the Department's goals are to ensure that City purchases are transparent, unbiased, timely, well documented, and ethical. They are also tasked with ensuring that the City is receiving the most value for each dollar spent and that assets are being safeguarded.

Table #1: Comparison of Previous and Current Administrative Codes.

Previous Administrative Code: 4/2/24 to 5/31/25*			Current Administrative Code: Effective 6/1/25		
Dollar Amount	Documentation Required	Approval Level	Dollar Amount	Documentation Required	Approval Level
Small: ≤ \$4,999	Best value determination	Department Director	Small: ≤ \$9,999	Best value determination	Department Director
Medium: \$5,000 - \$24,999	- Three (3) written/email quotes. - Requisition form & department background memo for selected quote, dollar amount, purpose, & department director signature.	- Procurement Director - City Manager - Finance Director*	Medium: \$10,000 - \$24,999	- Three (3) written/email quotes. - Requisition form & department background memo for selected quote, dollar amount, purpose, & department director signature.	- Procurement Director - City Manager - Finance Director**
Large: ≥ \$25,000	Competitively Solicited-Department background memo for selected offer, dollar amount, purpose, and requisition. Signed by department director.	Board of City Commissioners	Large: ≥ \$25,000	Competitively Solicited-Department background memo for selected offer, dollar amount, purpose, and requisition. Signed by department director.	Board of City Commissioners

* This audit uses the previous Administrative Code dollar threshold amounts, because the audit period is from 10/1/2024 to 3/31/2025.

**All procurements over \$10,000 must also be approved by the Finance Director to ensure adequate funding is available.

Audit Objectives, Scope, & Methodology

This report is a compliance review of controls surrounding various procurement functions. The audit period was the first half of fiscal year 2025 (10/1/2024 to 3/31/2025). All procurements reviewed and tested in this report use the dollar amount thresholds prescribed in the old Administration Code, as those were applicable during the audit period.

Note: This report does not include a review of PCard procurements. While this is an important part of what the Department does and includes a substantial amount of inherent risk, PCard audits are usually standalone audits and will be included in the next risk assessment and related audit plans. Also, this audit does not include a review of the inventory management process.

Objective #1: To determine if the Division has a comprehensive, up-to-date, and relevant set of policies and standard operating procedures (SOPs) that address their various functions.

Objective #2: To determine if the process for reviewing and approving single/ sole source procurements has adequate controls to ensure impartiality among all vendors.

Objective #3: To determine if the files (I.e. Supporting documentation) for medium and large solicitations are complete and accurate.

Objective #4: To determine if the bid protest process is being followed.

Objective #5: To determine if adequate controls are in place to manage the City's fixed assets.

Objective #6: To determine if there are sufficient controls over the ratification process.

The risk factors that were considered in deciding the objectives of the audit were:

- Overall internal control risk: The risk that the Department does not have adequate (Or documented) internal controls to carry out their functions appropriately.
- Public perception risk: The risk that the City is not treating all vendors fairly or giving preferential treatment to others.
- Legitimate businesses risk: The risk that the City does business with businesses who are not compliant with state or federal laws.
- Asset risk: The risk that the City's fixed assets are not being safeguarded and/ or misappropriated.

The following is an overview of the activities performed:

- Reviewed the City's Administrative Code for Procurement Guidelines ("The Administrative Code") and City Ordinances.
- Reviewed vendor files, awards, contracts and other files.
- Interviewed Procurement Director and staff.
- Reviewed internal policies and standard operating procedures.

- Reviewed approved budgets and background/ historical information about the Division.
- Accessed Naviline to obtain accounting data for audit testing and OnBase for backup documents.
- Reviewed trade group publications and other sources to gain a better understanding of public sector procurement practices.

Results: Finding(s)

Finding #1: The Department should review the justifications for single/ sole source procurements more closely, as some of the approvals are debatable.

Single/ sole sourcing of products or services occurs when the traditional procurement process is suspended if certain conditions are met. The definitions and conditions for single/ sole source procurements can be found in Section 3.5.2 of the Administrative Code⁵. The definitions include:

“Single Sourcing is a procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available”.

Single sourcing is basically choosing one vendor over others for a legitimate reason. For example, the Fleet Department may choose to use the nearest Ford dealership to obtain original factory parts for their vehicles even though there are several dealerships in the Tampa Bay area. In this case, the proximity of the dealership could be used as a single source justification because the time to obtain parts is shorter, thus decreasing downtime for the City’s vehicles.

“Sole Sourcing is the selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright, warranty or a supplier’s unique capability”.

Sole sourcing is basically choosing one vendor because they are the only ones who can provide the product/ service that is needed. For example, the Fleet Department may choose to use the Ring Power Corporation to purchase original factory parts for its Caterpillar brand equipment because they are the only authorized Caterpillar brand parts dealer in the Tampa Bay area. In this case, the lack of competition could be used as a justification for sole sourcing in order to be able to obtain parts quickly to decrease downtime for the City’s equipment.

Additionally, Section 3.5.2 of the Administrative Code highlights several circumstances when single/ sole sourcing could be applicable. These include:

- *“Where a single supplier’s item is needed for trial use or testing.*
- *Where a single supplier’s item is to be used for resale.*
- *Where additional supplies or services are needed to complete an ongoing task.*
- *Where the compatibility of equipment, accessories or replacement parts is the paramount consideration.*
- *Where the item is a used item which is subject to immediate sale.*
- *Where the item is a component or replacement part for which there is no commercially available substitute, and which can be purchased only from the manufacturer or distributor”.*

⁵ City Administrative Code: 3.5.2 Single and Sole Source Procurements.

The process for declaring and approving a product or service as a single/ sole source procurement is straightforward. It requires a justification form that must be filled out by the requesting department. The form asks for the vendor name, dollar amount, description of the product/ service, department information, contact information, and other standard information. It also has six questions that must be answered by the applicant in order to be considered for approval including (Note: The questions below are paraphrased for brevity):

- 1) Why the product/ service should be considered for a single/ source sole procurement (ie. Specifications, characteristics, capabilities, and the like)?
- 2) Why the vendor is the only practically available source?
- 3) Whether the purchase would obligate the City to future purchases?
- 4) Why the price of the product or service is considered to be fair and reasonable?
- 5) What pricing and negotiation efforts were undertaken?
- 6) The consequences to the City or public if it is not approved.

The Procurement Director (Or designee) reviews the form and must sign it in order for it to be approved. Single/ sole source procurements that reach certain dollar thresholds still need approval by either the Finance Director, City Manager or the BOC⁶ which is a control that is standard across all procurements. For products or services that are frequently purchased, a single/ sole source letter is usually placed in the file to speed up the approval process. When a single/ sole source justification is in doubt, the Department will issue a notice for 15 days in the Bonfire system to notify any potential vendors. This helps to mitigate some of the risks of approving an illegitimate single/ sole source procurement, as vendors can identify these procurements and challenge them.

During the audit period, 55 single/ sole source justification forms were submitted to the Department for review, and ten of the forms were judgmentally sampled for review. They were reviewed for completeness (Ensuring all of the relevant information was included), whether the product/ service was a bona fide single/ sole source procurement candidate, and whether the justification was approved by the appropriate parties (Depending on the dollar amount). They were also cross-referenced with accounting information in the Naviline system to ensure that the amounts requested were either equal to or lower than the encumbered/ spent amounts. Of the ten justification forms reviewed, three of them did not appear to meet the criteria for single/ sole source procurements. Specifically, a review of the justification forms revealed:

- Approvals based on people: A vendor was chosen based on an employee who works for the vendor because the employee previously created some honor guard uniform designs for the City. The form also stated that future purchases will have to be made from whichever vendor is employing this person. Single/ sole source decisions should not be contingent on a particular person and/ or where that person works. Approval amount was \$6,000 while \$5,725 was encumbered. It was approved by the appropriate parties.

⁶ Under the previous Administrative Code: (< \$5,000 = Procurement Director approval), (\$10,000 - \$25,000 = City Manager approval), (>\$25,000 = BOC approval). Additionally, all procurements over \$10,000 must be approved by Finance Director as well to ensure funding is available.

- Resale criteria being used for single/ sole purchases. As mentioned above, products for resale could be candidates for a single/ sole source purchase, but a resale product does not automatically qualify as a single/ sole purchase. A justification form for golf-related resale merchandise was approved for resale items that was overly vague and circular. Rather than provide some details about the items that were to be purchased, it simply stated, *“Products for resale”*. This vague statement does not provide enough detail about the product or the vendor to determine if it is a bona fide single/ sole source candidate. Also, when answering question number six about the consequences to the City or public if this is not approved, the reply was *“Items will not be available for resale”*. These responses are merely restating the criteria that could make a product a single/ sole source candidate, rather than actually providing an example of the criteria. Approval amount was \$6,000 while \$5,056 was spent. It was approved by the appropriate parties.
- Specific products that are not legitimate single/ sole source candidates. A single/ sole source justification form was used to purchase coffee in bulk for resale purposes. In this instance, there is nothing unique about the product (Coffee) or the vendor that would make it eligible for a single/ sole source procurement. Approval amount was \$2,500 while \$1,071 was spent. It was approved by the appropriate parties.

These single/ sole source requests and approvals appear to have been made out of convenience rather than any nefarious reasons. Also, none of the items reviewed were for high dollar items. Regardless, the correct application of the single/ sole source criteria is important to ensure that all vendors are treated fairly and given an opportunity to do business with the City. A misapplication of the criteria could lead to challenges by vendors who offer a comparable product or service.

Recommendation(s):

It is recommended that the Department more closely scrutinize single/ sole source justifications to ensure they meet the criteria provided for in the Administrative Code. Additionally, the Department may want to consider providing additional guidance directly on the single/ sole source justification form. This could include examples as to what qualifies as a single/ sole source purchase and what does not. This may help departments’ understand the difference and prevent unnecessary forms that will not be approved. Since the publication of this report, the Department is currently reviewing some vendors and asking departments to review and request quotes for products/ services that have been single/ sole sourced for several years, as there may be new vendors that have entered the market since the initial single/ sole source designation.

Results: Observation(s)

Observation #1: The Department has created a comprehensive and up-to-date set of policies and procedures using the City’s Administrative Code for Procurement Guidelines as the framework.

The Department operates under the general procurement guidelines outlined in the City’s Administrative Code for Procurement Guidelines (“The Administrative Code”), which is benchmarked against Pinellas County’s procurement guidelines and is consistent with Florida government purchasing laws. The Administrative Code lays out the general procurement guidelines including the dollar amount thresholds that determine which solicitation method will be used. This is important as the dollar amount thresholds were recently updated in June 2025 (**See Table #1 above**). At a more granular level, the Department has a comprehensive set of policies and procedures to help guide its work and provide consistency in its

operations. The Department also has “How to” documents placed throughout their internal files so that both new and existing employees have a reference resource if needed, which also helps to ensure consistent application of the many rules associated with public sector procurement.

Recommendation(s):

None.

Observation #2: File documentation for medium and large solicitations is complete and accurate, as no exceptions were noted in the file review.

Proper file documentation is a critical component of the procurement process. Files must be complete and accurate to demonstrate that solicitations were conducted appropriately and in the best interest of the City. Complete and accurate files will also help the Department defend its processes and decisions if any solicitations are challenged. Procurement Policy - 1.0 *Electronic file documentation and retention* details the responsibilities of the Department in the pre-solicitation phase and lists the required documents that all solicitation files should have.

A judgmental sample of ten solicitation files out of total of 123 were reviewed during the audit period from 10/1/2024 to 3/31/2025. Only medium (\$5,000 - \$24,999) and large (>\$25,000) solicitations were reviewed as smaller ones (<\$5,000) are based on “best value determination” by the respective department director, and do not need to be competitively solicited or need additional approvals. The files were reviewed and checked against the major document requirements in Procurement Policy- 1.0. Each file was reviewed for the following documents (As applicable as some solicitations do not require all of the documents):

- Pre-solicitation documents such as a purchase request.
- Solicitation checklist.
- Copy of the solicitation and all amendments.
- Advertisement notice/ Legal ad.
- 3 written quotes and supporting documentation/ Estimate of contract price/ quote.
- Evidence of availability of funds.
- Contractor’s representations/ forms/ W9/ Certificate of insurance (COI), and certifications.
- Award and supporting documentation.
- Justification for type of contract.
- Evidence of legal review.
- Proper approvals based on dollar amount.

All of the files were complete and accurate, as **no exceptions were noted**.

Recommendation(s):

None.

Observation #3: There were no formal bid protests during the audit period which indicates that solicitations are being handled properly and according to the City Charter and Administrative Code.

A bid protest is a formal challenge to the award of a City contract. It's a way for vendors to dispute decisions if they believe the procurement process was not followed, there was a miscalculation, or they were not treated fairly. Bid protests can be timely, costly, and erode the trust between the City and vendors. The bid protest process is codified in the City Charter⁷ and in the Administrative Code⁸ which together explain the process for handling formal bid protests, requests for proposals (RFPs), and requests for qualifications (RFQs). While no formal bid protests occurred during the audit period, the Director conducted two debriefings for vendors whose proposals were not successful. The debriefings are an opportunity to help vendors get a better understanding as to why they were not selected for an award and provide them with information to help entice future proposals, as increased competition equates to better pricing and overall greater leverage for the City.

Recommendation(s):

None.

Observation #4: The Department has strong controls to manage the City's fixed assets.

Fixed assets are assets that have a purchase price of \$5,000 or more. Proper controls are needed at each stage of the fixed asset process to ensure that the City's assets are safeguarded. Fixed assets have a higher risk of misappropriation since the City has a large number of them, and they can be easily forgotten about over the years as new equipment is purchased, and older equipment may be used less frequently or placed in storage and used as backups. Also, some fixed assets may be small, which adds to the potential of them being missed or forgotten about. The fixed asset life cycle process fundamentally includes the acquisition stage, life cycle stage, and the disposal stage. Some of the controls in these stages are required by Florida statute⁹, and some are required by the Department's internal policies and procedures¹⁰. A review of the statute and the Department's internal policies and procedures was carried out to determine if each stage of the process has adequate controls, and if there are any gaps in the overall control environment. The review **did not identify any exceptions** as all of the expected preventive and detective controls were in place, and substantive testing of specific items was not needed.

The Department uses an electronic "Sticker and Scanner" system and process to help manage fixed assets. They basically attach fixed asset stickers/ tags ("FA Tags") to each item and use a bar code scanner to track and manage them throughout the assets life cycle. **Table #2** below describes each stage of the fixed asset process and the key controls that help ensure the City's fixed assets are safeguarded.

⁷ § 2-221. - Bid protests and procedures, and § 2-222. - City right to reject and award bids and responses to requests for proposals or requests for qualifications.

⁸ Administrative Code- Section 1.13.

⁹ F.S. 274- Tangible personal property owned by local governments.

¹⁰ Procurement Policy – 4.0 – Disposal of Surplus.

Table #2: The Department has strong controls at each stage of the fixed asset process.

Fixed Asset Stages and Corresponding Controls	
Fixed Asset Stage	Process & Control(s)
Acquisition stage: When the asset is physically in the City's possession.	The Department runs a pending item report every week to identify items that were purchased that meet the \$5,000 threshold. If an item appears on the report, the Department creates the asset in the Naviline system under the individual department's location code. Procurement then prints an FA Tag and provides it to the Department to attach it to the item. If an item is purchased using a PCard, the Department can identify the item immediately and issue an FA Tag right away. This is a preventive (Separation of duties) control since the item is purchased by a Department, but the FA Tag is issued by the Procurement Department. Additionally, all unissued/ unassigned FA Tags are kept in the possession of the Department at all times and are not issued out of numerical sequence.
The life cycle stage: When the asset is being used- This can vary depending on the type of asset. For example, a lawn might last 10 years whereas a laptop computer may only last 2 years.	The Department does an annual fixed asset audit which is required by State law. The Department sends a memo to each Department that explains the process, along with a list of all the fixed assets on record (I.e. Tagged items). A time is arranged for a Procurement representative to physically scan all of the FA Tags affixed to each item using a bar code scanner- All of the items must be scanned on the same day. It is up to each Department to ensure that the items are available for scanning, and any discrepancies are properly documented and reviewed. After the physical audit is completed and any discrepancies resolved, a memo is sent to each department to notify them that the audit is complete. The completed audit is retained by the Department, and a copy is sent to the Finance Department. Comparing the list of tagged items to the items being scanned is a detective control that should identify any missing items. This helps ensure that all items are accounted for and the records are complete. Additionally, having each department, procurement staff, and the Finance Department involved in the process makes the control stronger, since the more people that are involved in the process, the less likely an asset is to go missing.
The disposal stage: When the asset is no longer needed by the Department that purchased it. The asset receives a new classification that determines what happens to it.	The Department has comprehensive policies and procedures concerning the disposal of fixed assets. After the Department that purchased the item no longer needs it, it is reclassified as either excess, obsolete and surplus, scrap, or junk. The new classification will determine if the asset will be transferred to another department, sold (Through a variety of methods), destroyed, or donated. All of these options have adequate controls to ensure that the items are legitimate candidates for disposal, as each step is documented and recorded in the City's ERP system (Naviline) or document management system (OnBase). Additionally, depending on the type of disposal method, approvals are required throughout the process. The complexity and number of employees involved throughout the process are indicative

	of a strong control environment that helps ensure that the City's assets are disposed of properly. Some additional controls that are not associated with any specific disposal classification include: ✓ Each department is supposed to designate a surplus property coordinator. ✓ No sale of any property to a family member is allowed (I.e. Conflict of interest policy). ✓ Any asset with a sale value of \$25,000 or more must be approved by the BOC.
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Source: Analysis of interviews and communications with Procurement Director and review of Fl. Statutes and internal policies/ procedures.

Recommendation(s):

None.

Observation #5: The Department has adequate controls surrounding ratifications and only had two during the audit period.

A ratification is when an unauthorized commitment is made (In excess of the \$5,000 threshold), and an action is needed to correct the unauthorized commitment. This most commonly occurs when proper procurement methods are not followed (Ex. Not obtaining three quotes for medium-sized procurements) or an employee lacked the authority to enter into or modify an agreement. The Department has a thorough policy that defines the ratification process, requires the completion of a "Procurement Ratification Form" that asks for a justification and explanation, and requires signature approvals from the Procurement Director, Finance Director, and City Manager. These requirements act as strong preventive controls, so ratifications are only used to correct a prior action, rather than a substitute for following proper procurement guidelines. Only two ratifications were made and approved during the audit period and **no exceptions were noted**, which indicates that the ratification process is working as intended.

Recommendation(s):

None.

Management Response

The City Manager and Procurement Director have been afforded an opportunity to respond to this report. Their response(s) are attached.

Response to Internal Audit Report – Finding #1

Procurement Services has reviewed the finding and engaged with each department regarding the sampled items. While departments understand the rationale behind the single source selection process, the level of detail and consistency in documenting these justifications has varied, which impacts transparency.

To address this, going forward, additional training on all single/sole source justifications will be provided, and each request will be subject to closer review by Department Heads prior to approval and by Procurement Services prior to finalization. Any justification that cannot be substantiated will be handled in accordance with Procurement Services Guidelines, either documented as a valid single source, noticed as a single source procurement, or competed through a formal solicitation process.



City of Tarpon Springs Office of the Internal Auditor

MEMORANDUM

To: Mayor Koulianos
Vice Mayor Eisner
Commissioner Koulias
Commissioner DiDonato
Commissioner Banther

From: Billy Poulos, City Internal Auditor

Date: 10/27/2025

Re: FY26 Audit Plan

Honorable Mayor Koulianos and Commissioners,

The FY26 Internal Audit plan is a list of audits/ projects to be completed during the fiscal year. The list is comprised of departments that were ranked (From highest to lowest risk) when I completed an organization-wide risk assessment in FY21. Since FY22, I've mostly gone down the list of departments in the risk assessment with only a few exceptions. Since this is the last year of the current risk assessment, I plan on updating the risk assessment as part of the FY26 Internal Audit plan. The updated risk assessment will be used for the next five years.

The FY26 Internal Audit plan includes:

- Project Administration Department.
- Public Works Department- Fleet Maintenance.
- New organization-wide risk assessment for the next five years (Quinquennial).

As always, if you have any questions or would like to discuss these or any other matters, do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Poulos", is written over a light blue horizontal line.

Billy Poulos
City Internal Auditor

Cc: Charles Rudd, City Manager



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



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

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.

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





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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).

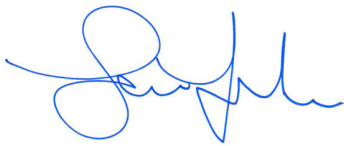
Community Development and Redevelopment – Redevelopment can bring many excellent benefits to an urban area, but there can also be many unique challenges. Halff provides due-diligence support with our multidisciplinary services and focused approach to identify site-specific constraints and potential extraordinary 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

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.

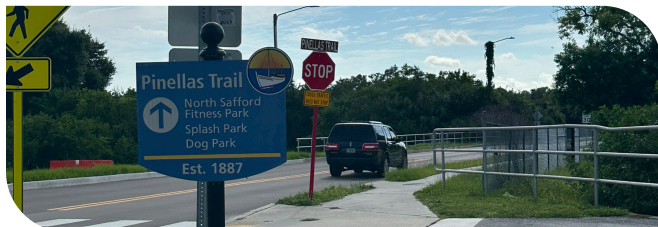
Our subconsultants have a proven track record of successful projects within Florida, demonstrating their capability to deliver high-quality outcomes. Their previous collaborations with municipalities, state agencies, and private sector clients highlight their ability to navigate the intricacies of urban 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



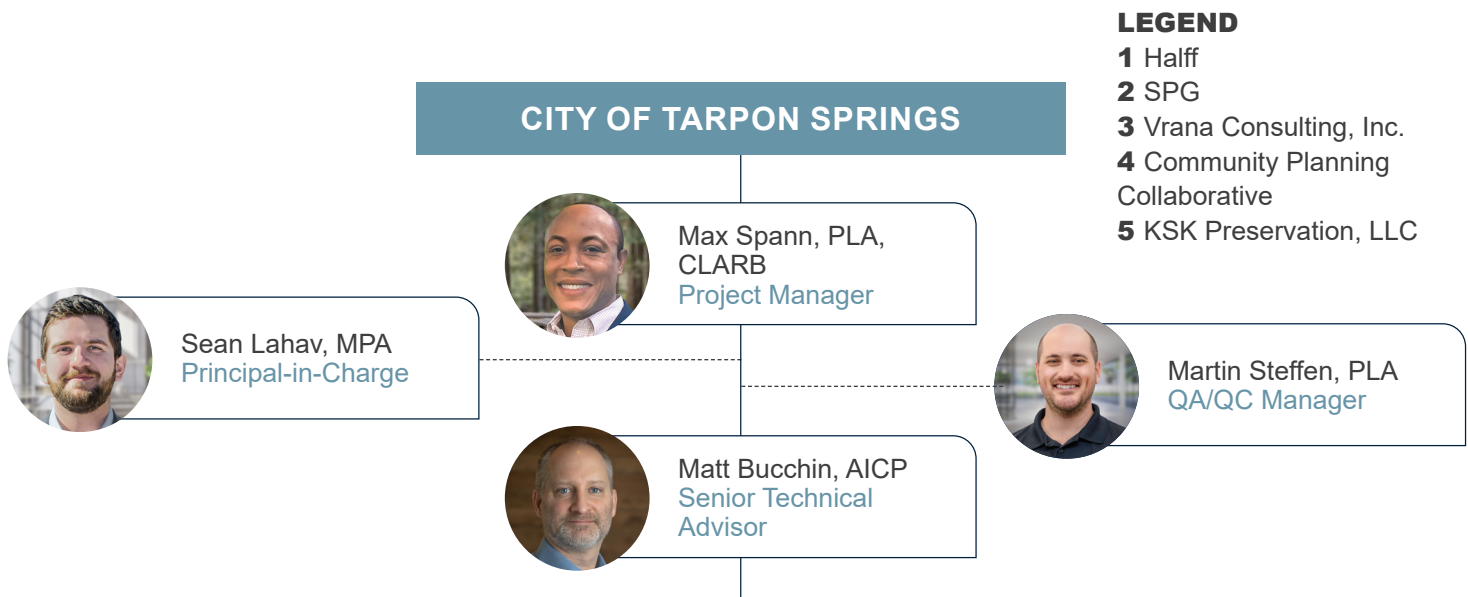
Our extensive network of industry contacts and resources is a valuable asset in managing unforeseen challenges. When necessary, we tap into our network to seek additional expertise, gather insights, or secure resources that may be required to address unexpected issues. This network enhances our capacity 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

APPENDIX



ROLE

Principal-in-Charge/
Community Resilience Lead/
Communications & Public
Involvement

EXPERIENCE

8 Years

EDUCATION

PhD, Urban and Regional
Planning, Florida State
University
(Course Work Completed,
Defense Expected 2025)

MPA, Public Administration &
Policy, University of
North Florida

BA, Political Science,
University of North Florida

Sean Lahav, MPA

Sean Lahav is a Resilience Market Leader for Halff where he is responsible for growing resilience services across the firm. He brings highly specialized and senior level experience to Tarpon Springs having navigated resilience and climate adaptation planning priorities across academia and both the public and private sectors. Sean's work has benefited 23 counties and 76 municipalities across the State of Florida and he has been invited to speak before elected commissions and civic organizations on more than 100 occasions in a policy advisory role. He is currently a Doctoral Candidate in Florida State University's Department of Urban and Regional Planning where his dissertation research is focused on evaluating the role of collaborative planning and governance in advancing Nature-Based Solutions. He was recognized with an Environmental Achievement Award by the City of Jacksonville's Environmental Protection Board in 2021.

REPRESENTATIVE PROJECT EXPERIENCE

Municipal and County Vulnerability Assessments, FL.

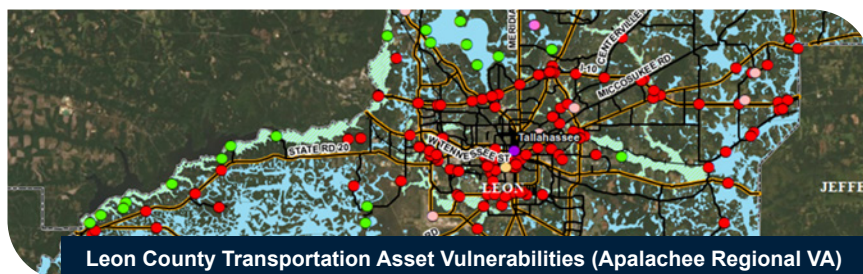
Project Manager and Senior Technical Advisor who has managed the development of vulnerability assessments and adaptation plans for Flagler County, Pasco County, Panama City, Port Richey, and Fernandina Beach. Currently advising local governments on Resilient Florida requirements set forth in Section 380.093, Florida Statutes. Serving as Halff's lead professional for vulnerability assessments in Florida.

Apalachee Vulnerability Assessment, Leon, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Liberty & Wakulla Counties, FL.

Project Manager who was responsible for leading the ARPC's development of a regional vulnerability assessment for 9 counties and 28 municipalities, including the City of Tallahassee and Leon County. Led a multidisciplinary team of civil and coastal engineers, GIS analysts, and planners to evaluate the vulnerabilities of more than 17,000 critical assets to current and future tidal flooding, storm surge, sea level rise, rainfall, and compound flooding.

Tampa Bay Regional Inundation Coordination, Citrus, Hernando, Pasco, Pinellas, Hillsborough, Manatee & Sarasota Counties, FL.

Stakeholder Engagement Lead who oversaw all research, stakeholder engagement, and regional outreach components of a flood mapping initiative which benefited 7 counties and 21 municipalities. Led interviews with leading authorities on flooding modeling from the private, public, and nonprofit sectors, including UF, FIU, USF, SFWMD, NOAA, and USACE.



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 sunsetting 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.



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.

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)

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.

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

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

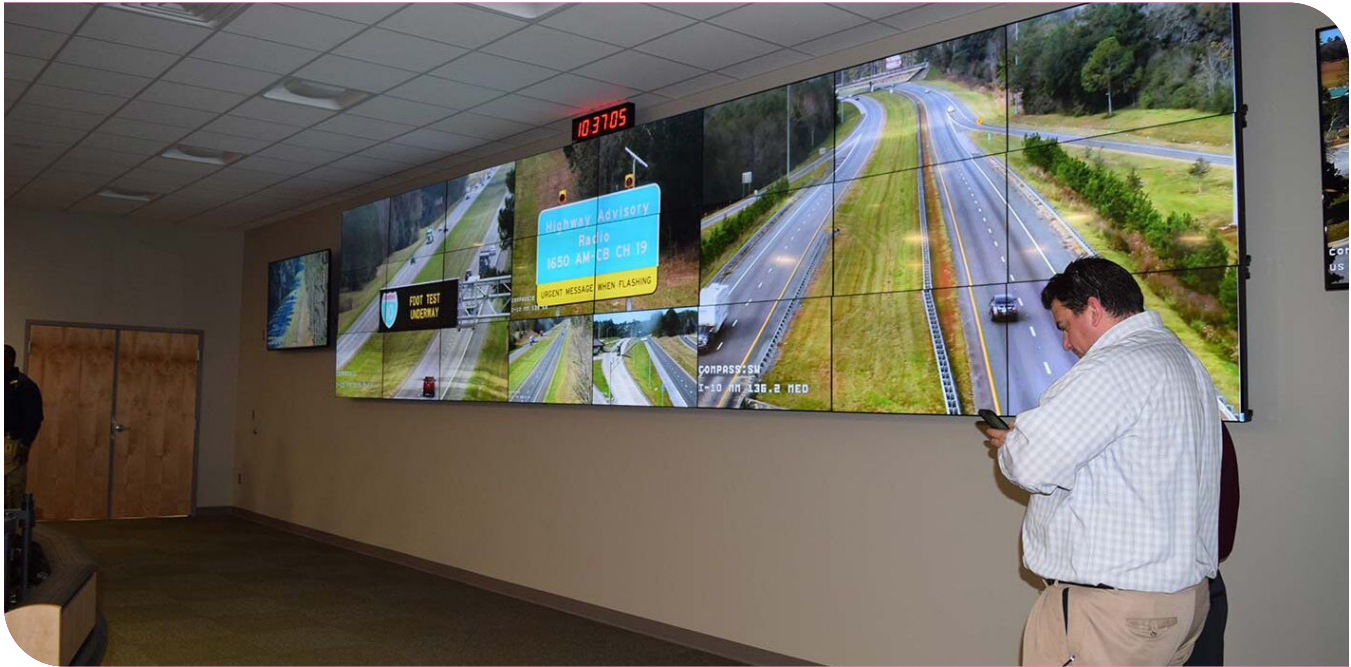
Halff formulated a multi-phased active transportation plan to provide safe and connected access from points of origin (neighborhoods and subdivisions) to critical destinations (schools, parks, commercial/retail centers). Pedestrian facilities were planned for over 25 principal thoroughfares to link together 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:

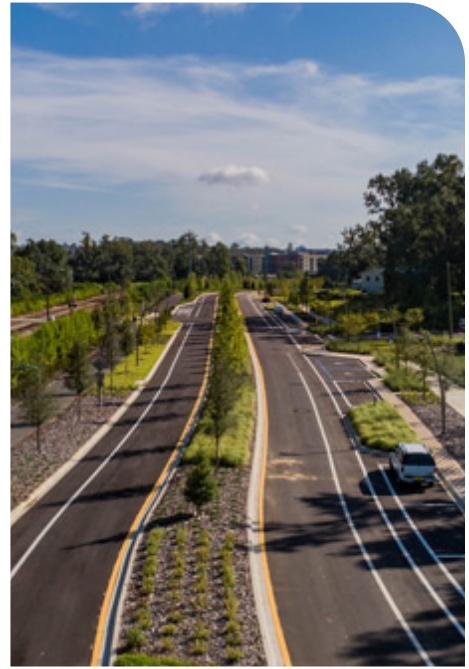
Amy DiRusso
Amy.Dirusso@DOT.State.FL.US
850.330.1241

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

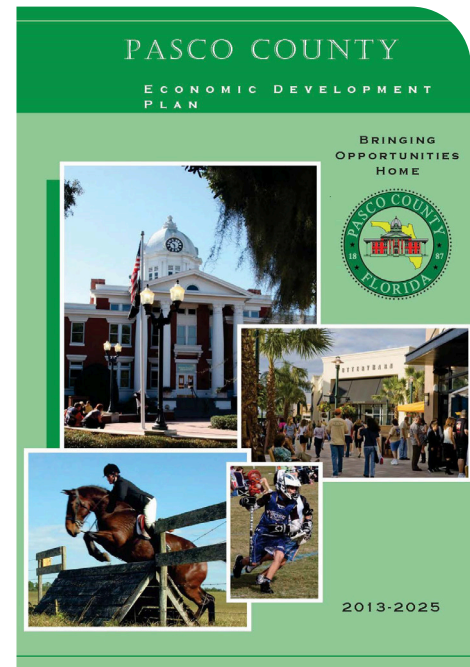
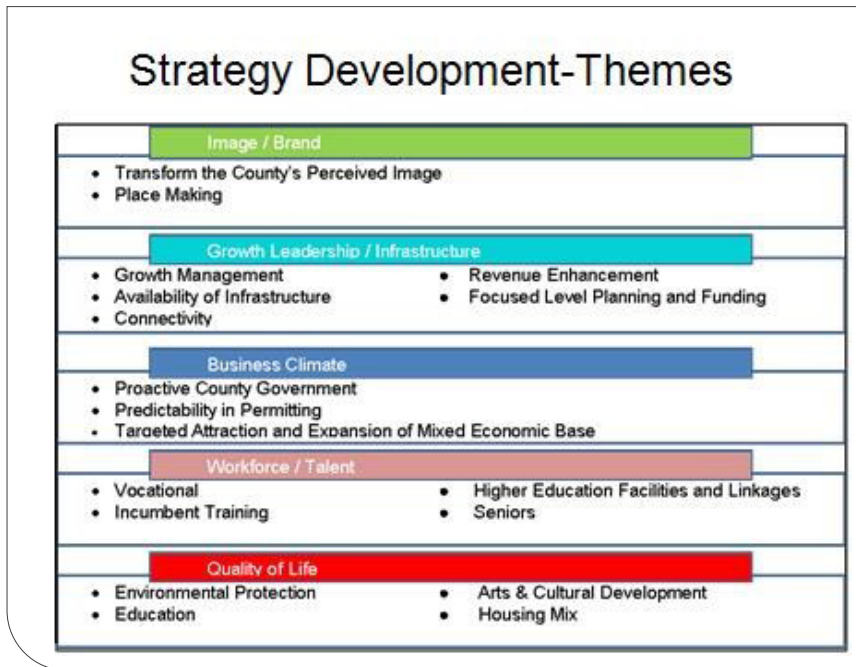
Recommendations: The County is experiencing countywide housing affordability problems that are expected to increase over the decade. SPG recommends that the Housing Finance Authority focuses its existing resources in saving and renovating existing rental housing, especially existing affordable multifamily 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
Serving the community since 1962

HULL POINT Business Park
1230

- Major Business Park is major employment center
- Manufacturing
- Scientific/Technical Services
- Professional Services
- All Businesses in the park
- 1,000+ Employees

OAK POINTE BUSINESS PARK

City of Ormond Beach

CAC Commercial Real Estate

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:

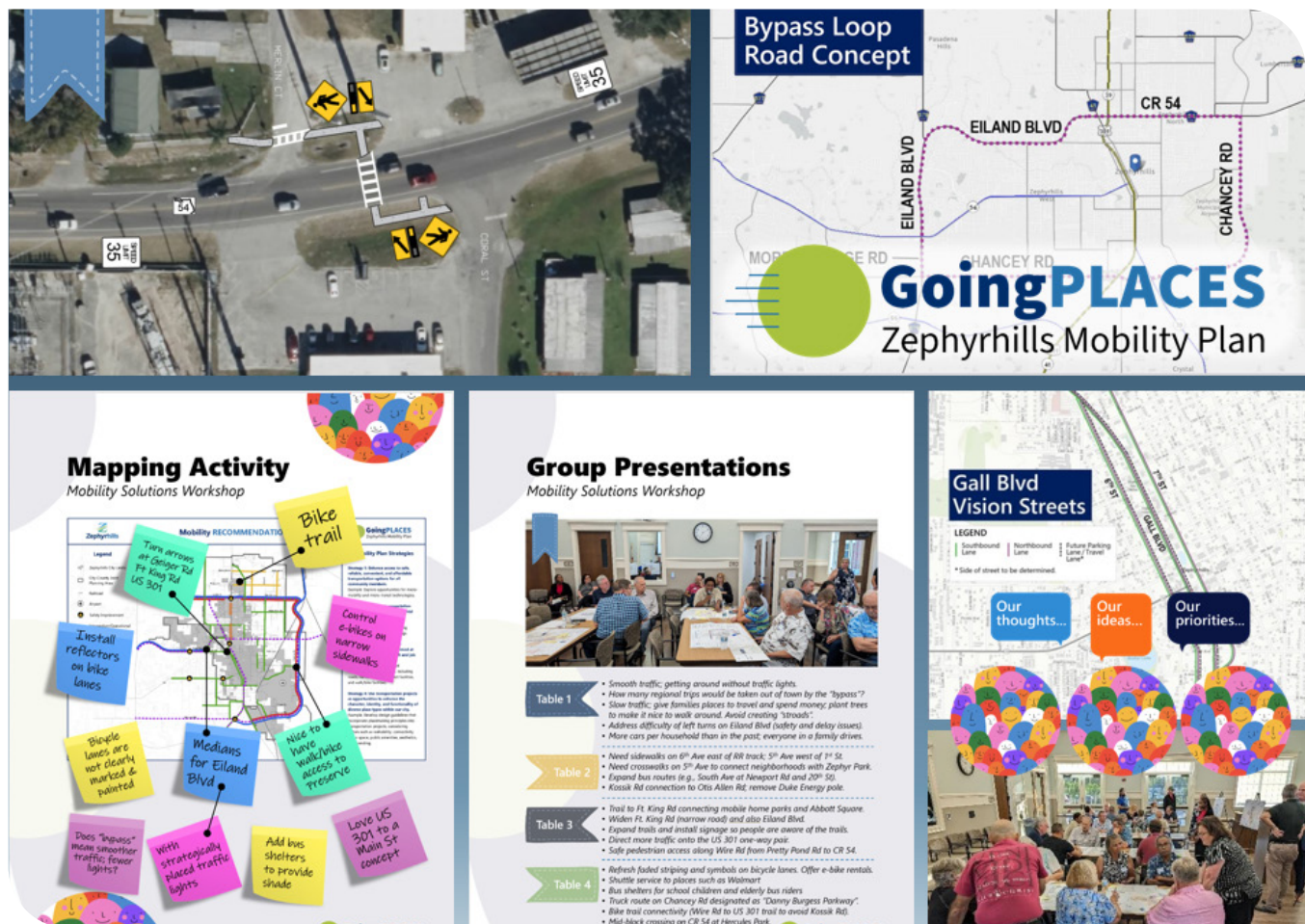
Amandla Hill
ahill@pascocountyfl.net
727.847.8140 x7319

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:

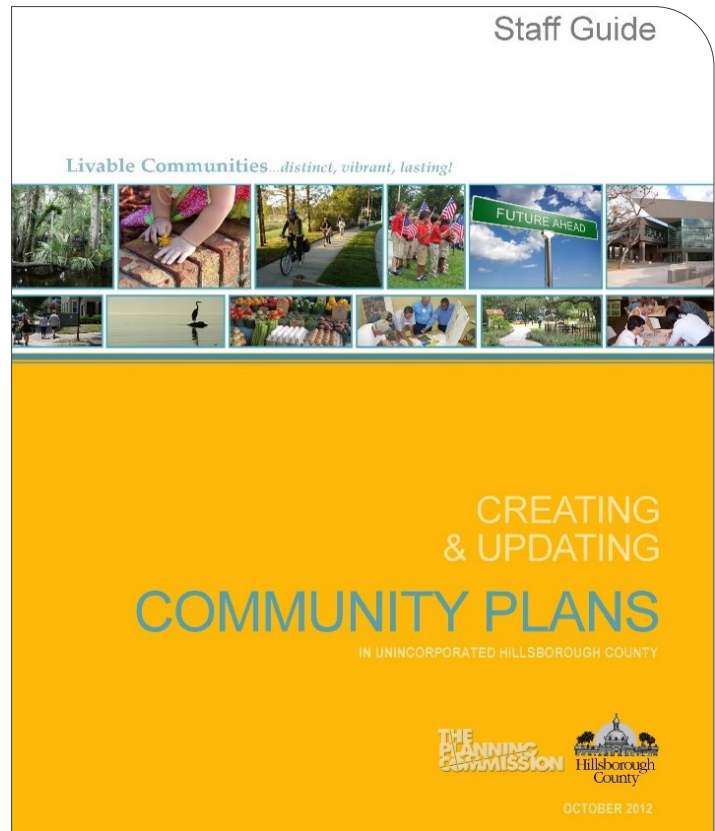
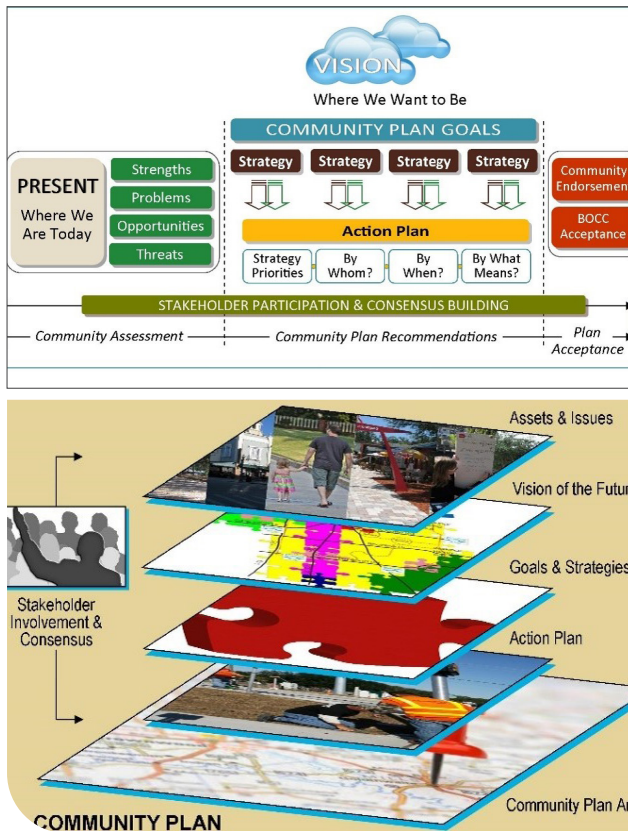
Todd Vande Berg
tvandeberg@ci.zephyrhills.fl.us
813.780.0010

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



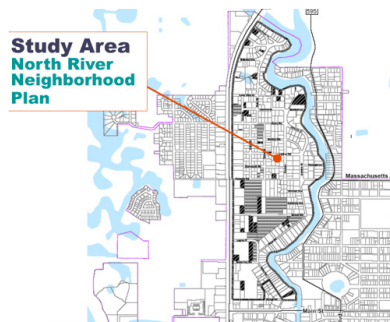
Pinellas County developed its first comprehensive sustainability and resiliency action plan, setting a foundation for all County policies and initiatives. Along with environmental considerations, the action plan

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.

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.

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

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:

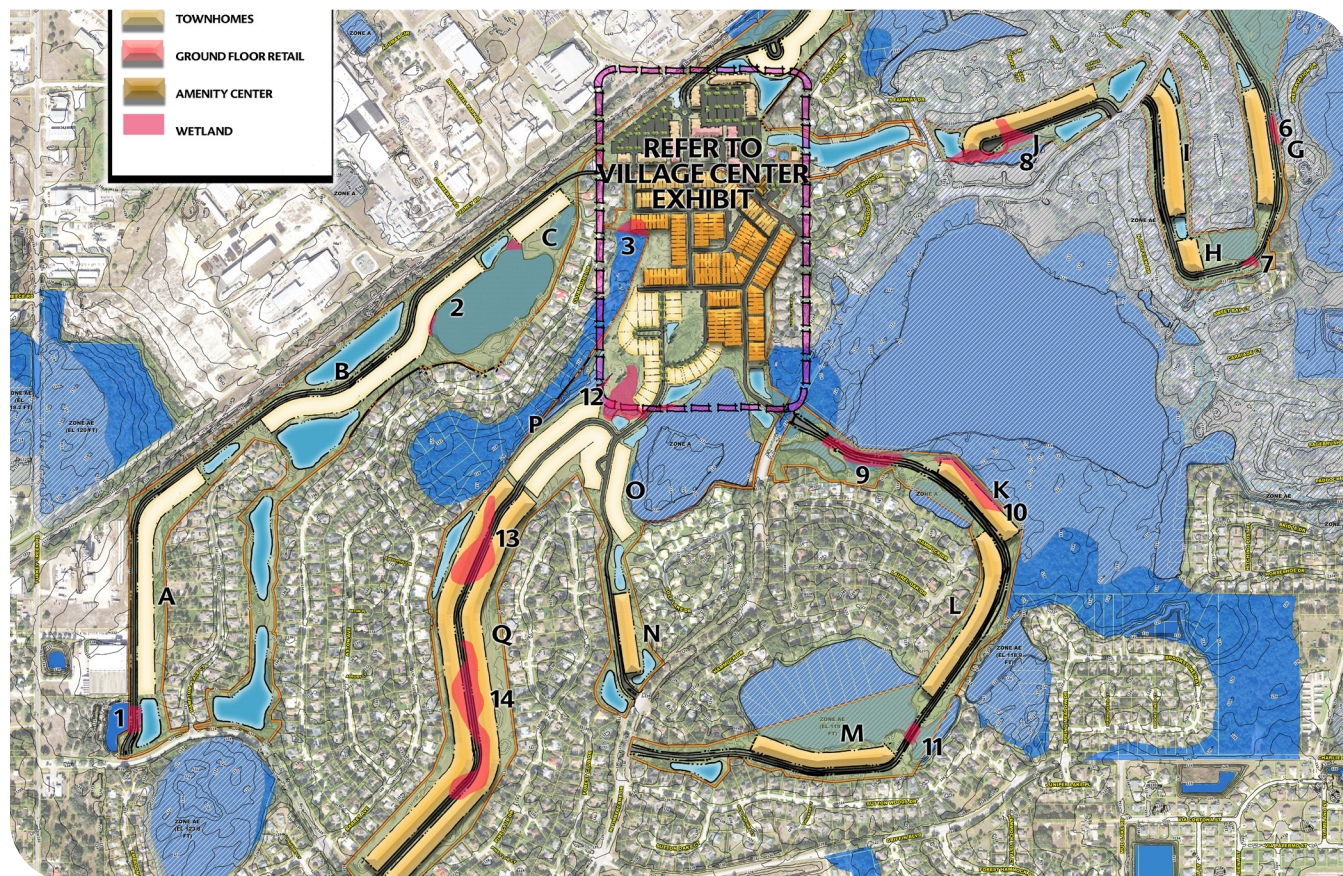
Liana Fuente
lfuente05@gmail.com

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:

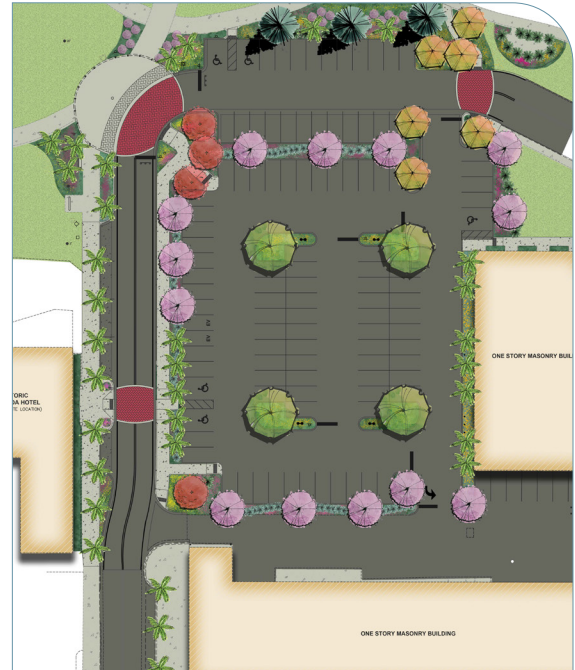
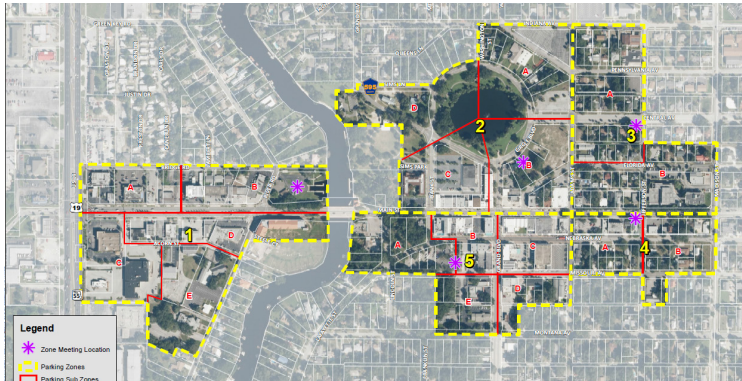
Posner Commons

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

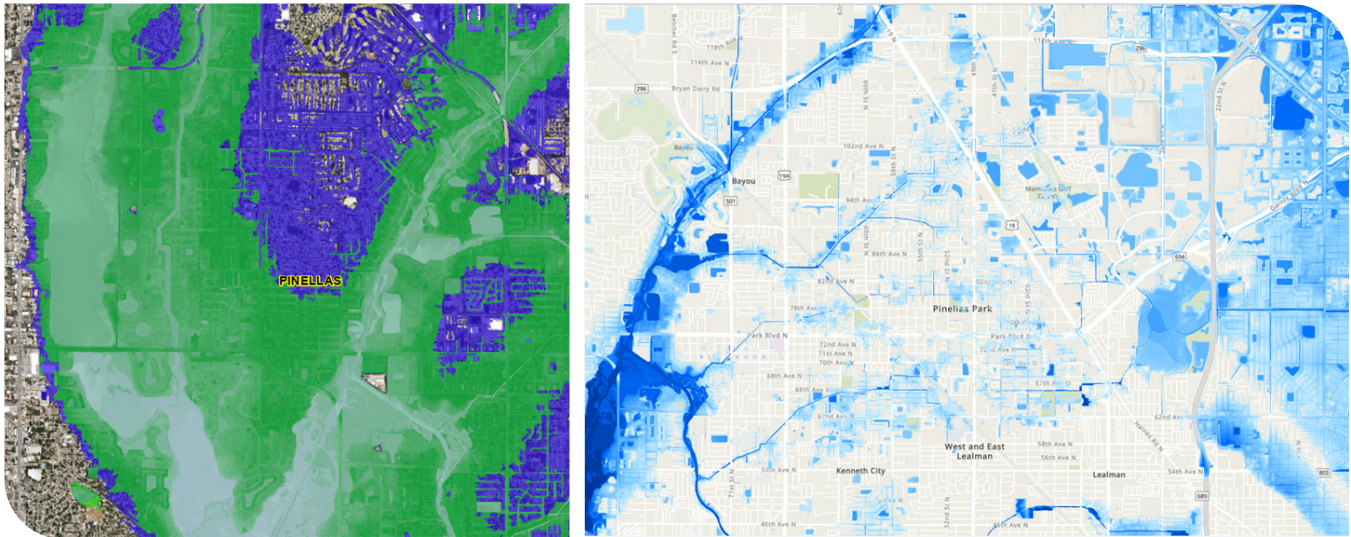
The Historic Water Station, located along Cottonwood Creek, features the 1874 Stone Dam and remnants of a once-vital industry crucial to North Texas's development. After being decommissioned in the 1940s, the site fell into neglect, forgotten by the community and weathered by Texas's harsh conditions. 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

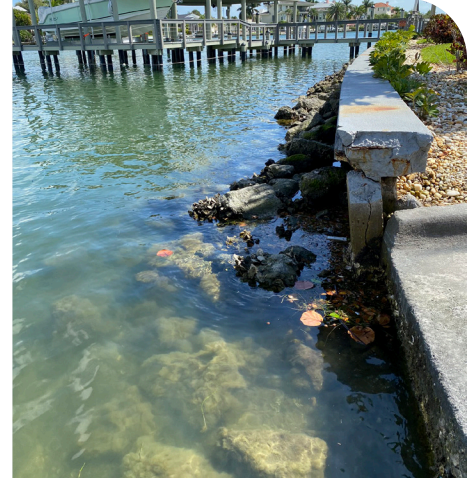
Vulnerability Assessment &
Adaptation Plan

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:

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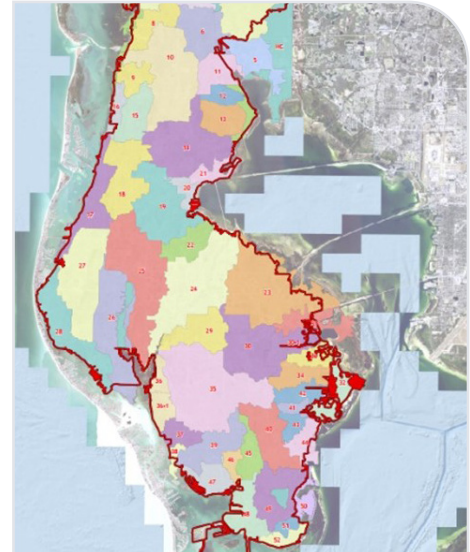
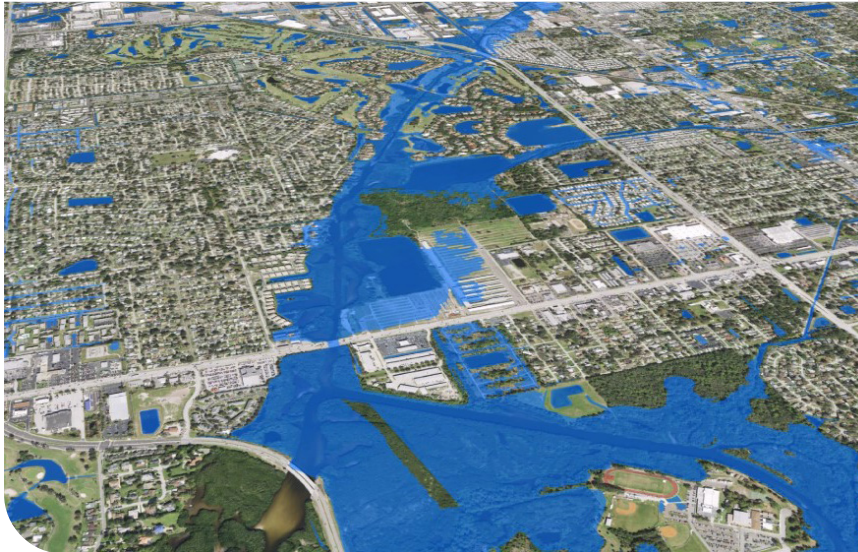
Project Name: Sea Level Rise
Adaptation Plan Don CeSar
Neighborhood

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

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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:

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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:

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Project Name: Escambia County
Comprehensive Plan Review

Project Location:

Bainbridge, GA

Anclore River Park and Trail

Pasco County | Holiday, FL



Anclore 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 Anclore Trail. The Coastal Anclore Trail is a 12-foot-wide multi-use paved trail that travels through 4.5 miles, interconnecting three county parks: Anclore River Park, Anclore 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

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Project Name: Anclore 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
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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

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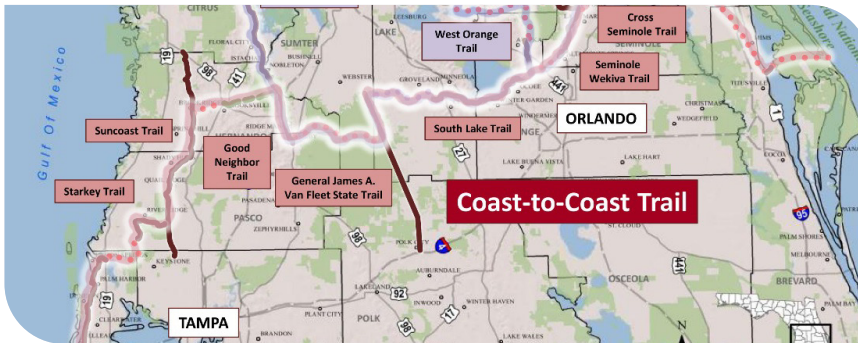
Project Name: Walter E. Long Metropolitan Park Master Plan

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

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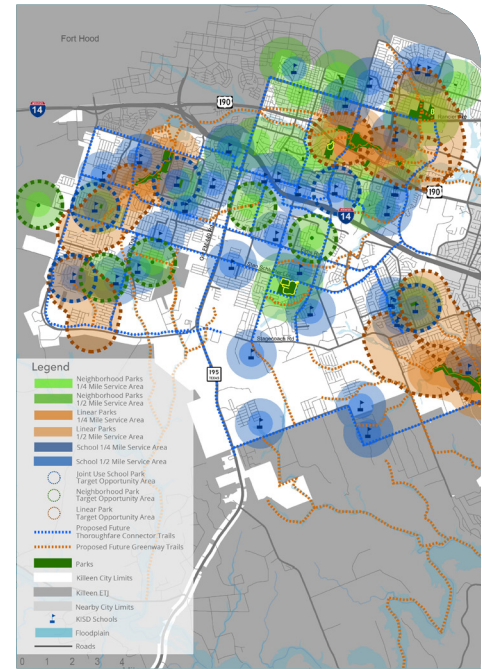
Project Name: Close the Gaps

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:

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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

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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.

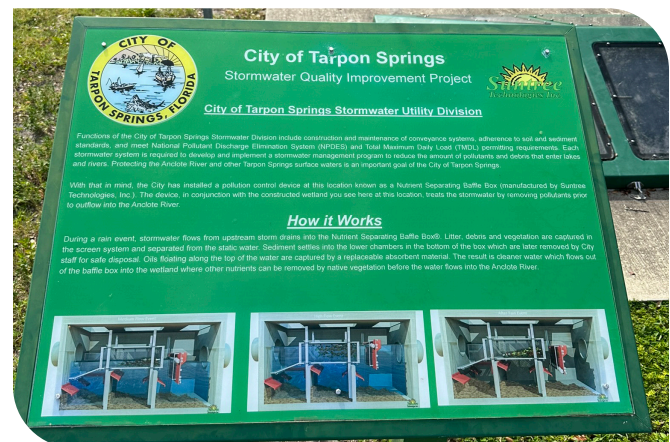
H. CULTURAL RESOURCE ASSESSMENT SURVEY (CRAS) REPORTS

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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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
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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
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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

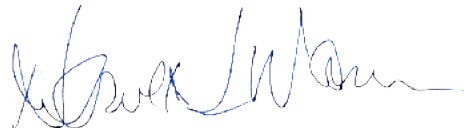
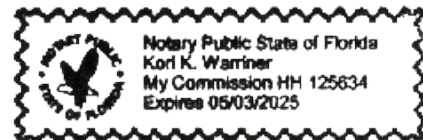
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

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

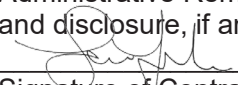
RFP No. 2400115-P-JL

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)

TARPON SPRINGS PARKS AND RECREATION MASTER PLAN



Budget Detail Request

CORE TASKS	DPL/QAQC	Project Manager	LA/Planner IV/DPM	LA/Planner	LA/Planner I/GIS	Intern	Administrative II	TOTAL*
	\$255.00	\$190.00	\$220.00	\$105.00	\$150.00	\$105.00	\$102.00	
PHASE I: INITIATION, DATA COLLECTION, ADMIN								\$ 70,000.00
TASK 1.1 Project Initiation								\$ -
Project Administration	2	12					40	\$ 7,000.00
Project Initiation Meeting	2	24	8	12		8		\$ 9,000.00
TASK 1.2 Data Collection	2	8	8	12		8		\$ 6,000.00
TASK 1.3 Existing Conditions		12	32	12		8		\$ 11,000.00
TASK 1.4 Parks and Rec Administration	2	8		12		8		\$ 4,000.00
TASK 1.5 Community Engagement and Stakeholder								\$ -
PRAC meetings (4)		36	8	2		8		\$ 10,000.00
City Council Interviews.		12	4	2		8		\$ 4,000.00
Community Focus Groups.		12	4	2		8		\$ 4,000.00
Public Meetings (1 Visioning/2 Booths/Mtg in a box)		24	12	16	12	16		\$ 12,000.00
Web-Based Engagement		8		2		8		\$ 3,000.00
TOTAL HOURS PHASE I	8	156	76	72	12	80	40	444
PHASE 2: NEEDS ASESMENT AND ANALYSIS								\$60,000.00
TASK 2.1. Demographic and Trends Analysis.								\$ -
Demographic Profile	2	8		12		16		\$ 5,000.00
Parks and Recreation Trends	2	8		12		16		\$ 5,000.00
TASK 2.2 Benchmarking and Best Practices	2	12		24		12		\$ 6,000.00
TASK 2.3 Facility and Program Gap Analysis								\$ -
Standards-Based Assessment		12		24		12		\$ 6,000.00
Demand-Based Assessment		12		24		12		\$ 6,000.00
Conditions Assessment	4	8	12	12	24	12		\$ 11,000.00
Recreational Programming Assessment		12		18		8		\$ 5,000.00
Trails & Active Transportation Assessment	4	12	8	24	8	12		\$ 10,000.00
Operations and Maintenance Assessment		12		18		12		\$ 6,000.00
TOTAL HOURS PHASE 2	14	96	20	168	32	112	0	442
PHASE 3: VISION, GOALS, & FRAMEWORK								\$ 68,000.00
TASK 3.1 Vision Refinement								\$ -
Vision Refinement and Review	2	12	8	12		8		\$ 7,000.00
TASK 3.2 Framework and Strategy Development								\$ -

Budget Detail Request

CORE TASKS	DPL/QAQC	Project Manager	LA/Planner IV/DPM	LA/Planner	LA/Planner I/GIS	Intern	Administrative II	TOTAL*
	\$255.00	\$190.00	\$220.00	\$105.00	\$150.00	\$105.00	\$102.00	
Sustainability and Resiliency Framework	2	4		12		8		\$ 3,000.00
Funding Strategy	2	8		12		8		\$ 4,000.00
Operations and Maintenance Strategies	2	12		12		6		\$ 5,000.00
Site-Specific Recommendations	2	6	12	6		8		\$ 6,000.00
TASK 3.3 Conceptual Design - Sports Park	2	4	40	4	80	4		\$ 23,000.00
TASK 3.4 Prototypical Park Design Standards	2	8	32		68	12		\$ 20,000.00
TOTAL HOURS PHASE 3	14	54	92	58	148	54	0	420
PHASE 4: MASTER PLAN DEVELOPMENT								\$ 24,000.00
TASK 4.1 Preliminary Work Program								\$ -
Investment Program		12		24		8		\$ 6,000.00
Policy Program		12		24		8		\$ 6,000.00
TASK 4.2 Draft Final Report	8	8	8	32		36		\$ 12,000.00
TOTAL HOURS PHASE 4	8	32	8	80	0	52	0	180
PHASE 5: PLAN ADOPTION								\$ 22,000.00
TASK 5.1 Community Review & Finalization								\$ -
Online and Open House Review	2	24		12		6		\$ 7,000.00
Final Community Summary		2		4		8		\$ 1,000.00
TASK 5.2 Final Report and Presentation	8	8		12		8		\$ 6,000.00
TASK 5.3 Plan Adoption Support	2	12		8		8		\$ 4,000.00
TASK 5.4 Project Close-out and Transmittal		8		12		8		\$ 4,000.00
TOTAL HOURS PHASE 5	12	54	0	48	0	38	0	152
TOTAL LABOR								\$ 244,000.00
Supplies and Materials								\$ 2,000.00
Travel Expenses								\$ 2,500.00
TOTAL PROJECT FEE								\$ 248,500.00

*Amounts rounded to the nearest thousandth.

Feasibility Study

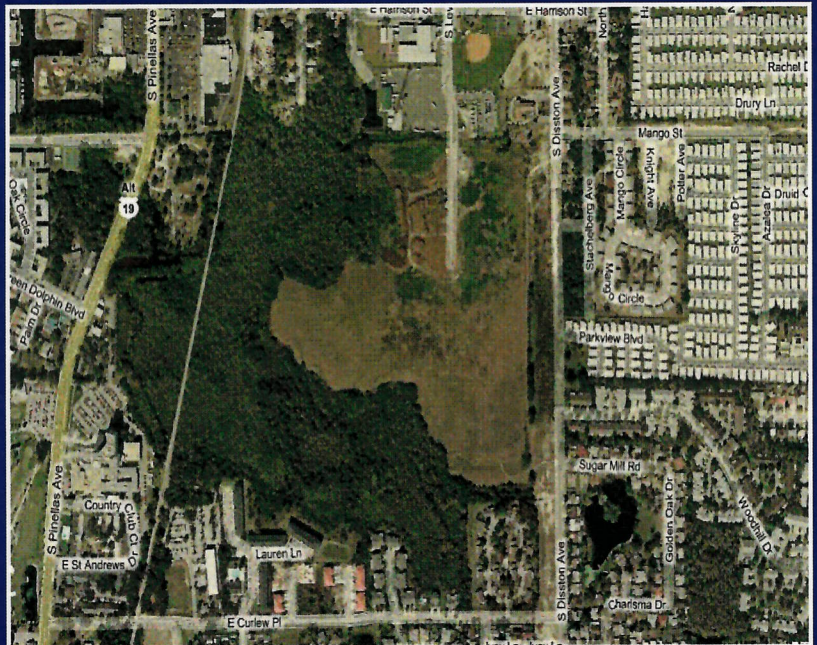
TARPON SPRINGS LANDFILL

Redevelopment Project Tarpon Springs Florida, Florida

Prepared for:



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



Prepared by:

Cardno TBE

380 Park Place Boulevard, Suite 300

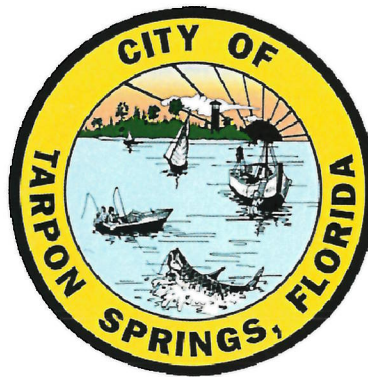
Clearwater, Florida 33759

727-531-3505

November 2009

**LANDFILL REDEVELOPMENT
FEASIBILITY STUDY
for the
CITY OF TARPON SPRINGS
CLOSED CLASS III LANDFILL**

Prepared for:



CITY OF TARPON SPRINGS

324 East Pine Street
Tarpon Springs, Florida 34688-5004

Prepared by



380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759
727-531-3505

November 2009

EXECUTIVE SUMMARY

Cardno TBE was retained by the City of Tarpon Springs, Florida (City) to develop a Landfill Redevelopment Feasibility Study for the City's closed Class III Landfill. The Tarpon Springs Landfill (TSLF) is located at the southwest corner of South Disston Avenue and Mango Street one block south of East Harrison Street, in Tarpon Springs, Pinellas County, Florida. The site is approximately 116 acres of property of which 55 acres were utilized for disposal of construction and demolition (C&D) material. Based on aerial map reviews of the property, it appears that disposal activities were conducted at the site from 1964 through 1979. However, it has been reported in permitting documents that the landfill operated as a Class III (C&D) landfill from 1974 to 1983. A Closure Permit (No. 69711-002-SF) was issued on April 12, 2002, which directs the long-term care, monitoring and maintenance of the closed landfill.

The City is interested in evaluating the potential re-use of this landfill as a sports facility, to include fields for baseball and soccer (for instance), as well as ancillary uses such as multi-purpose trails, concession and maintenance facilities, restrooms, and parking facilities. It is the purpose of this study to identify specific challenges related to the landfill redevelopment approach, including preliminary site design elements and recommendations to mitigate challenges, and to identify opportunities that support the construction and long-term maintenance of the property. To better determine and indentify the challenges and limitations related to the redevelopment of this site as a sports facility, Cardno TBE – in conjunction with the City of Tarpon Springs – has developed two conceptual designs that includes baseball, football/soccer, and general purpose fields in a variety of sizes, a variety of hard court sports facilities, a mini-park, parking and support/convenience facilities. A full description of the components included in the proposed sports complex is provided in Section 6.0 of this report. The redevelopment feasibility of the TSLF will ultimately be based on both the technical practicability and the cost of implementing remediation and/or site preparation strategies to support the desired land use. For instance, requirements to support the conceptual sports complex will likely include the import and placement of substantial quantities of clean fill cover material to modify the site's slopes, including related modifications to the existing cap and stormwater management systems. Modifications to the existing landfill gas (LFG) management system will also be required. Preliminary cost estimates for implementing various technologies are provided in Section 9.0 of this document; however, these estimates are based on conceptual plans that will require additional refinement. It is anticipated that the strategic design of the park can result in the optimal utilization of selected site preparation strategies in various areas of the site, thereby reducing the overall redevelopment cost.

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1.0 INTRODUCTION

The City of Tarpon Springs (City) (population 21,003; 2000 U.S. Census; 24,196, 2009 Claritas Estimate) occupies approximately 16.9 square miles in the northwest corner of Pinellas County, Florida (**Figure 1**). The Tarpon Springs Landfill (TSLF) site – in the southern portion of the City – covers 116 acres, of which approximately 55 were previously used for the disposal of construction and demolition (C&D) materials (**Figures 2 and 3**). The landfill is an unlined but capped Class III C&D landfill that operated from 1974 to 1983 (*note – maps provided by the City also indicate waste disposal at the site from 1964 through 1979*). A Closure Permit (No. 69711-002-SF) was issued on April 12, 2002, which directs the long-term care, monitoring and maintenance of the closed landfill. The long-term maintenance includes management of the landfill cap, the stormwater management system, the landfill gas venting system, and the monitoring of groundwater at the site. A permit modification was issued on March 8, 2005 (Modification No. 69711-003) to support the processing of yard trash within the previous disposal areas of the site. The current Closure Permit will expire on April 1, 2012.

Like many coastal communities in west-central Florida, the City of Tarpon Springs is substantially “built out” with limited land available for construction of land-intensive recreational facilities. Therefore, Cardno TBE was retained by the City to evaluate the challenges associated with redeveloping the TSLF as a recreational complex and to provide some broad and general cost estimates for addressing such a redevelopment alternative.

This feasibility report includes a general discussion of primary considerations related to the redevelopment of any typical municipal solid waste (MSW) landfill, as well as redevelopment challenges related specifically to the TSLF site. Specifically, this report provides a preliminary design for a conceptual sports complex facility that was developed with substantial input from City representatives. Also included are discussions of additional design elements that will likely be required to manage potential concerns related to previous use of the site as a MSW and C&D landfill. Redevelopment challenges are discussed under the categories of geotechnical concerns, surface water management, landfill gas management, and groundwater/leachate management. The only redevelopment option evaluated within this document is the recreational sports complex facility requested by the City.

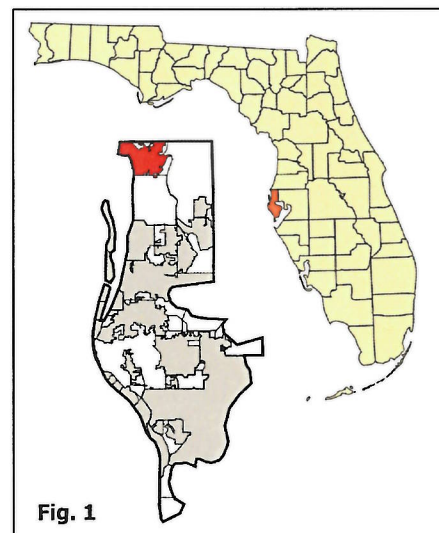


Fig. 1

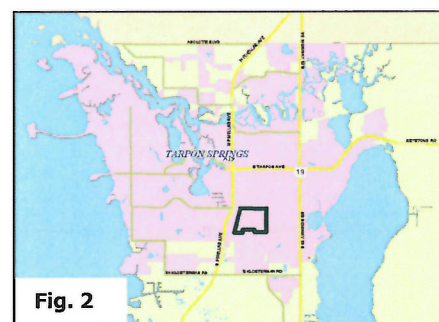


Fig. 2



Fig. 3



This Report is organized in the following manner:

- Section 1 provides an introduction to the project and outlines report objectives;
- Section 2 provides additional background information for the TSLF;
- Section 3 discusses zoning and land use planning considerations;
- Section 4 provides a general discussion of landfill redevelopment alternatives;
- Section 5 presents general considerations associated with landfill redevelopment
- Section 6 provides conceptual sports complex designs for the site;
- Section 7 discusses technical challenges affecting the redevelopment of the TSLF;
- Section 8 provides recommendations related specifically to the redevelopment of the TSLF as a sports complex; and
- Section 9 provides conclusions and preliminary cost estimates



2.0 TARPON SPRINGS CLOSED CLASS III LANDFILL BACKGROUND

2.1 Location and Historical Operation

The closed TSLF site is located at the southwest corner of South Disston Avenue and Mango Street one block south of East Harrison Street in the City of Tarpon Springs, Florida. Access is provided by a driveway at the southern terminus of South Lewis Avenue. This location is immediately east of the Pinellas Trail recreational trail system, which is, itself, located approximately 200 feet east of Alternate U.S. Highway 19. The TSLF site encompasses approximately 116 acres, approximately 55 acres of which was used for disposal of construction and demolition debris. The disposal areas are located primarily on the eastern side of the site while the western portion of the site consists primarily of low-lying wetland areas which drain westward towards saltwater/brackish water canals, and to Whitcomb Bayou to the northwest. The site is within the Agricultural (A) zoning district which includes agricultural uses, emergency service facilities, single family detached dwelling and public parks and recreation facilities as permitted uses. Surrounding properties are utilized in the following way:

- North – Tarpon Springs Fundamental Elementary School, vacant land, single-family residential, Dorsett Park and a church.
- South – Multi-family residential homes and a hospital.
- East – Single-family homes, a Tarpon Springs Housing Authority office, vacant residential land and a mobile home park.
- West – A Hospital (Helen Ellis Hospital Complex), overnight accommodations, medical offices, a gas station and convenience and other types of retail stores are located to the west. A significant mixed-use development, Meres Town Center, has broken ground to the west of the subject site, at the southeast corner of South Pinellas Avenue (Alternate U.S. Highway 19) and Meres Boulevard. The Pinellas Trail runs along the western edge of the site.

The original FDEP Site ID number for this facility was SF52-281563 and the initial closure permit number was Permit No. 69711-000. Based on information provided by the City, waste disposal activities were conducted at this site between 1964 and 1979. However, historical records also indicate that the facility acted as a Class III (Construction and Demolition [C&D] debris) landfill from 1974 to 1983. Based on these records, it is possible that other forms of municipal solid waste (MSW) were disposed of at the site prior to 1974. Additionally, it has been reported that sludge from wastewater treatment operations were historically disposed of at this site.

2.2 Liner and Waste Thickness

The TSLF is an unlined landfill. However, excavation prior to waste disposal was reportedly to the underlying clay strata, thereby using this strata as a natural liner. In reviewing lithologic logs from monitor wells installed at the site after landfill closure, it appears that clay and limestone



were encountered at a depth of approximately 25- to 28-feet below current land surface. Subtracting the two-foot thick cap from this depth, the resulting average thickness of buried waste material (and daily soil cover) would be approximately 25 feet. Six inches of soil were used for daily cover during waste disposal. Based on site evaluations performed by Parsons Brinckerhoff Quade & Douglas in 2001, it was noted that "there are no visible signs of settlement across the landfill". The lack of settlement may indicate a high percentage of soil cover material compared to the waste disposed at the site (during Class III landfill operations).

2.3 Cap and Cover System

The final cap system for the TSLF is two feet thick. It consists of a six-inch thick layer of daily cover soil immediately overlying the waste, with a six-inch thick clay layer above that. A six-inch thick sandy soil covers the clay material with a six-inch thick vegetated soil cover layer maintained to land surface. Geotextile material was not used as part of the cap system.

2.4 Stormwater Management

Based on a review of site records, it appears that management of stormwater at the site was at one time covered under Management and Storage of Surface Waters (MSSW) Permit No. 408725.00. The site was historically a low lying wetland area, with two potential surface water outlets (Lake Tarpon and the Anclote River). However, the current surface water management system appears to rely on sheet flow to perimeter drainage swales, which subsequently direct surface water into the wetland areas to the west of the site.

2.5 Landfill Gas Management

A system of 32 interior and 18 perimeter passive gas vent wells are utilized at the site to vent landfill gas which accumulates beneath the cap system. The gas venting wells are generally constructed of three-inch diameter PVC wells that are slotted from approximately six feet above the bottom of the landfill to the top of the final soil cover (immediately below the final clay cap). The wells are connected laterally with horizontal header pipe, with vertical vents present at most interior well locations and lateral vents present at many of the perimeter well locations.

In July 2001, an evaluation of methane gas (as a percentage of the lower explosive level [%LEL]) was made for all gas vents and the seven gas monitoring wells at the site. Based on this evaluation, seven of the 51 samples collected contained methane gas at a concentration exceeding 100 percent LEL, with one additional sample reading 70 percent LEL. Based on this result, some methane generation and accumulation is occurring at the site. However, the samples collected at the perimeter gas monitoring wells did not indicate that offsite migration was occurring.

2.6 Leachate and Groundwater Monitoring

The TSLF is located in an area where the Floridan aquifer is typically shallow and unconfined. Additionally, the site is located along a major limestone fracture system that trends from Upper



Tampa Bay, through Lake Tarpon, and along the course of the Anclote River. This fracture system includes the Spring Bayou – Lake Tarpon Sink, which was historically a conduit for saline water into Lake Tarpon from Spring Bayou (JEA, August 2004). As a result, the shallow Floridan aquifer system near this fracture system is generally more highly mineralized (i.e., higher chloride and TDS content) than systems to the north and south.

Six perimeter monitor wells have been installed to monitor potential leachate development and migration at the TSLF site (**Figure 4**). Each of these wells is sampled twice a year for a number of parameters outlined in the closure permit (No. 69711-003-SF). For the most recently reported sample results (years 2006 and 2007), it was determined that sodium, chloride, TDS, iron, and manganese were detected in downgradient monitor well samples above their respective groundwater cleanup target level (CTL) values (Chapter 62-777, F.A.C.). However, it was further concluded that the sodium, chloride and TDS CTL exceedances were likely related to their proximity to more saline waters to the west and northwest. However, increased concentrations of iron and manganese in the downgradient well samples could be related (in part) to the leaching of land filled materials. However, as reported in the May 2008 Biannual monitoring report (TBE, May 2008), significant adverse impacts to groundwater were not evident as a result of leaching from the site.



3.0 LAND USE PLANNING CONSIDERATIONS

3.1 Surrounding Land Use

Surrounding land uses include vacant land, an Elementary School, single-family residential, a public park and a church to the north. Single-family homes, a Tarpon Springs Housing Authority office, vacant residential land and a mobile home park are located to the east. Multi-family residential homes and a hospital are located to the south. A hospital, overnight accommodations, medical offices, a gas station and convenience and other types of retail stores are located to the west. A significant mixed-use development, Meres Town Center, has broken ground to the west of the subject site, at the southeast corner of South Pinellas Avenue (Alternate U.S. Highway 19) and Meres Boulevard. A Sweetbay Supermarket will anchor the project. The project will also include retail shops, medical offices, senior living housing, Regions Bank and a medical arts building and biomedical research facility linked with Helen Ellis Memorial Hospital. The project will also extend Meres Boulevard from Pinellas Avenue to U. S. Highway 19 along the north boundary of the subject site. The first phase of the project, including the Sweetbay Supermarket is expected to be completed by late 2009. The Pinellas Trail runs along the west edge of the site. Two significant roads are located near the subject site; Alternate U.S. Highway 19 is located approximately 800 feet to the west and U.S. Highway 19 North is located approximately one half mile to the east.

3.2 Zoning/Future Land Use Plan Classifications

The following tables summarize the subject site and surrounding parcel zoning districts and Future Land Use Plan Classifications.

Address	PIN	Zoning	FLUP	Property Use		Size
				Existing	Proposed	
South Disston Avenue (No address number provided)	13/27/15/00000/430/0100 13/27/15/00000/410/0100 13/27/15/00000/410/0200	Agricultural (A)	Recreation/Open Space (R/OS)	Closed land fill; wetlands	Parks and Recreation Facility	116 acres

Adjacent	North	South	East	West
Zoning	Intensive Business (IB), Agricultural (A), Single-Family Residential (R-100)	Residential Office (RO), Single-Family Residential (R-100), Residential Multi-Family (RM-5)	Residential Multi-Family (RM-7.5, 15), One and Two Family residential (R-70A)	Special Area Plan (SAP), Residential Office (RO), General Business (GB)
Future Land Use Plan (FLUP)	Commercial General (CG), Residential Medium (RM), Institutional (I), Recreation Open Space (R/OS)	Institutional (I), Preservation (P), Residential Low (RL)	Residential Urban (RU), Residential Low (RL)	Residential/Office Limited (R/OL), Institutional (I)



Adjacent	North	South	East	West
Existing Land Use (ELU)	Vacant land, an Elementary School, single-family residential, a public park and a church	Multi-family residential homes and hospital	Single-family homes, a Tarpon Springs Housing Authority office, vacant residential land and a mobile home park	Hospital, overnight accommodations, medical offices, a gas station and convenience and other types of retail stores are located to the west. A significant mixed-use development, Meres Town Center, has broken ground to the west of the subject site, at the southeast corner of South Pinellas Avenue (Alternate U.S. Highway 19) and Meres Boulevard. The Pinellas Trail.

The following table outlines the applicable development standards for the Agricultural (A) district:

Standard	Proposed	Permitted	
		Yes	No
Use(s): This district provides for the location of retail public parks and recreation facilities, agriculture, emergency service facilities and single detached dwellings.	Public parks and recreation facilities	X	
Impervious Surface Ratio (ISR): 0.60 (1,437,480 sq.ft.) (based on 55 acres non-wetland area)	TBD	TBD	TBD
Floor Area Ratio (FAR): 0.30 (718,740 sq.ft.) (based on 55 acres non-wetland area)	TBD	TBD	TBD
Lot Area (30,000 sq.ft.)	5,052,960 sq.ft.	X	
Lot Width (200 feet)	>2,000 ft.	X	
Front Setback: North: 30 ft.	TBD	TBD	TBD
Side Setback (Street) East: 25 ft.	TBD	TBD	TBD
Side Setback: West: 20 ft.	TBD	TBD	TBD
Rear Setback South: 50 ft	TBD	TBD	TBD
Setback from wetlands (25 ft.)	TBD	TBD	TBD
Height (35 Feet)	TBD	TBD	TBD



		Permitted	
Parking Spaces: 20 spaces per defined sports field and 3 spaces per court (tennis, basketball, etc.). Parking lots which serve public parks may be provided with up to 100% of the required parking in turf block, grass, or mulch. Access aisles serving such spaces must be paved, and the grass spaces must be adequately drained, marked, and maintained (approx. 200 – 250 required based on concept plans)	TBD	TBD	TBD
Parking Space Dimensions (90-degree): 9' x 18' with 24' drive aisle	Per Code	X	
Handicap Space dimension: in accordance with Chap. 553.501 <i>et seq.</i> , "Florida Americans with Disabilities Accessibility Implementation Act." (note: this section is currently 553.5041.5.c) – 12' plus 5' aisle x 18'	Per Code	X	
Handicap Space number: as set forth in Chap. 553.501, F.S. and AADAG Sec. 4.1.2.5.a: see table below.	Per Code	X	

Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20 plus 1 for each 100 over 1000

3.3 Comprehensive Plan

The City of Tarpon Springs recently completed its Evaluation and Appraisal Report (EAR). The EAR identifies six issues one of which focuses on ways of improving recreation opportunities (Issue 6). Specifically, the EAR provides that one of the existing challenges the City faces is meeting the needs of its growing youth population through the development of additional active recreation facilities for activities such as baseball, football and soccer. The EAR identifies the subject site as a potential, future recreation site. The EAR also states that there are current deficiencies with regard to recreation facilities. The EAR further provides that as the demographics of Tarpon Springs show an overall decrease in the age of the City's residents that the need for active recreation opportunities will increase through the year 2030 further outstripping the City's ability to adequately provide those facilities.

The City is currently in the process of adopting a series of EAR-based Comprehensive Plan amendments. An existing portion of the Recreation and Open Space Element (**Section VII.(C)**)



Policy Recommendations) will be maintained and includes the objective to redevelop the subject site into a major recreation facility. The proposal is also consistent with the following existing Goals, Objectives and Policies (proposed remuneration per the EAR-based Plan amendments provided as underline and strikeout):

Recreation and Open Space Element

Goal 1: The City shall ensure the provision, protection, maintenance of a coordinated, efficient and accessible system of public and private recreational parks and facilities which meet the needs of current and future residents, visitors and tourists.

Objective 1.1: Eliminate existing recreational deficiencies in order to provide a complete range of recreational opportunities.

Policy 1.1.2: Provide additional facilities to meet the Level of Service standards adopted herein for existing residents and visitors.

Policy 1.2.3: Locate future facilities to provide service to all geographic portions of the City, taking into consideration private recreation facilities.

Objective 1.3: Maximize recreational opportunities for bicyclists, skaters and pedestrians by enhancing and expanding the Pinellas Trail and the sidewalk network within the city.

Objective 1.5: Preserve environmentally sensitive and endangered lands for passive recreation.

Policy 1.5.1: The City shall promote preservation of environmentally sensitive and scenic areas for passive recreational uses.

3.4 Summary/Conclusion

The City recently completed its EAR which included an identified issue of meeting the needs of its growing youth population through the development of additional active recreation facilities. The City's existing Comprehensive Plan supports the addition of recreational facilities and specifically identifies the subject site as a preferred location to provide a new sports complex. The City has identified existing deficiencies with regard to the quantity of active recreation facilities. These deficiencies are expected to continue and increase through the year 2030 should additional facilities not be provided. The site is located within the Agricultural (A) District and the Recreation/Open Space (R/OS) FLUP classification where public recreation facilities are a permitted use. The subject site is surrounded by a variety of residential and nonresidential uses including single- and multi-family residential, hospital, office, retail and overnight accommodation. An existing neighborhood park, Dorsett Park, is located adjacent to the site to the northeast. Dorsett Park contains a baseball field, two basketball courts and a tennis court. A significant mixed-use development, Meres Town Center, has broken ground to the west of the



subject site, at the southeast corner of South Pinellas Avenue (Alternate U.S. Highway 19) and Meres Boulevard. The project will also include retail shops, medical offices, senior living housing and a medical arts building and biomedical research facility. The project will also extend Meres Boulevard from Pinellas Avenue to U. S. Highway 19 along the north boundary of the subject site. The Pinellas Trail runs along the west edge of the site. Two significant roads are located near the subject site; Alternate U.S. Highway 19 is located approximately 800 feet to the west and U.S. Highway 19 North is located approximately a half mile to the east.

Based on the proximity of the site to intensely developed residential areas, the Pinellas Trail and a significant proposed mixed-use project, the existing zoning and FLUP designations, existing deficiencies with regard to active recreation facilities the location of an active recreational facility on the site is appropriate.



4.0 LANDFILL REDEVELOPMENT ALTERNATIVES

4.1 Overview

Successful use of closed landfill sites requires advanced planning, proper design and construction, and subsequent monitoring and maintenance [Martin and Tedder, 2002]. In general, end use alternatives for landfill redevelopment can be grouped into the following land use categories:

1. Greenspace/recreational;
2. Commercial/industrial;
3. Institutional; and
4. Residential.

The greenspace/recreational use is by far the most common end use for closed landfill sites. According to the Florida Department of Environmental Protection (FDEP), recreational use is the most popular type of end use alternative for closed landfill properties in Florida and appears to be the best option for “maintaining environmental protection, ensuring public safety, and providing for a successful alternative use of the landfill property” [FDEP, 2001]. In 2002, it was reported that 55 closed landfills had been redeveloped in Florida, of which 31 were used for recreational purposes, 15 were used for commercial purposes, five were used for residential purposes, and four were used for institutional purposes (schools) [Martin and Tedder, 2002]. Construction of commercial/industrial structures, institutional facilities, and residential homes and apartments over or near landfills can pose some serious engineering challenges and unacceptable risks to human health and safety. End use alternatives for landfill redevelopment are briefly discussed below.

4.2 Greenspace / Recreational

This category includes the anticipated land use for the TSLF, and generally encompasses recreational facilities (e.g., golf courses and driving ranges, ball parks, tennis courts, soccer fields, nature trails, etc.), public parks, open pavilions, and gazebos. Greenspace/recreational land use is the end use alternative that is most often selected for landfill redevelopment because:

1. It is often well received by local residents (local governments are often pressured to develop public space);
2. The owner can maintain ownership (thereby maintaining/controlling long-term liability);
3. It requires minimal disturbance of the underlying waste (if at all);
4. It is relatively easy to construct, monitor, and maintain;
5. Enclosed buildings are not prevalent for this type of end use, therefore, landfill gas (LFG) management issues are minimized;
6. Recreational facilities are not very sensitive to settlement; if settlement occurs, repairs can be accomplished with minimal financial outlay;
7. It has less design and long-term maintenance requirements than other end use alternatives; and



8. It is lower in developmental costs than other end use alternatives.

Examples of landfills converted into parks can be found in Pinellas, Broward, Clay, Duval, Lee, Miami-Dade, Orange, and Palm Beach Counties. Landfills converted into parks vary extensively with regard to the type of offered amenities. The Joe DiMaggio Sports Complex in Clearwater, Florida is currently used for a series of ballfields; however, historical issues related to this site have resulted in ongoing upgrades and modifications to improve the functionality of the facility. Examples of such improvements include the addition of substantial quantities of cover material to minimize settlement beneath the ballfields. Additionally, improvements in the planned stormwater and irrigation water management system within portions of the site are currently being designed, and the potential integration of a LFG management system is being evaluated as part of the subgrade stormwater management system.

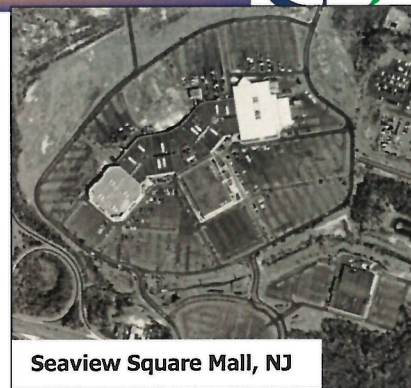
Dyer Park in Palm Beach County is an example of a park with extensive amenities. This County park spans 405 acres (253 acres of which are constructed over a closed landfill) and offers baseball and soccer fields, equestrian trails, paved and unpaved mountain bike trails, hiking trails, areas for canoeing, playgrounds, and basketball courts. Within the United States, approximately 70 golf courses have been constructed on landfill sites. Within Florida, these courses include Mangrove Bay (St. Petersburg), TPC at Eagle Trace (Coral Springs), Fairwinds Golf Course (St. Lucie County), and Bay Dunes Golf Course (Panama City). An emerging trend in landfill redevelopment includes conversion of landfills into recreational complexes that are not only designed to serve the local community but are also designed to host revenue generating local, regional, and national tournaments. Tourturf, a Florida-based company that specializes in developments of this nature, is adept at bringing in external funding to assist with redevelopment costs.

4.3 Commercial/Light Industrial

This category includes both commercial and industrial uses for closed landfill sites and incorporates developments where industrial and commercial land uses typically occur together or in close functional proximity. Many closed landfills are located in older built-out industrial areas. If properly closed, these landfill sites can be redeveloped into industrial uses consistent with surrounding land use. Light industrial land uses include "industrial parks" which are often used for warehousing, wholesaling, light manufacturing, and retailing. Commercial land use includes conventional malls, strip shopping centers, big-box retailers (including Wal-Mart, Home Depot, and others), and independent commercial establishments (including restaurants). Light industrial uses include small plants and facilities focused on design, fabrication, assembly, and finishing products.



Examples of commercial redevelopments built on closed landfill sites include the Seaview Square Mall and portions of the Raritan Borough Shopping Center (both in New Jersey), Biscayne Commons (Miami-Dade County, Florida), a Burger King and car dealership in Hillsborough County, Florida, and a Wal-Mart in Broward County, Florida. One example of a closed landfill site converted into industrial land use is the gunite processing facility in Orange County, Florida.



Seaview Square Mall, NJ

Because commercial establishments by nature are open to the general public and consist of enclosed buildings in which LFG can migrate, there is always the concern for public health and safety when enclosed structures are constructed over closed landfills. Two primary areas of concern are exposure to on-site contamination and the potential for explosions or unsafe breathing conditions due to the presence of LFG in enclosed areas. Providing a sufficient physical barrier between the waste and the users, coupled with institutional controls, can be an effective means of protection to human exposure to on-site contamination. Parking facilities associated with commercial establishments can be incorporated into engineered solutions to prevent access to surface contaminants and can also help to limit infiltration through the waste (thereby minimizing generation of leachate). If buildings are constructed on top of waste, LFG management systems must be incorporated into the overall site development plans.

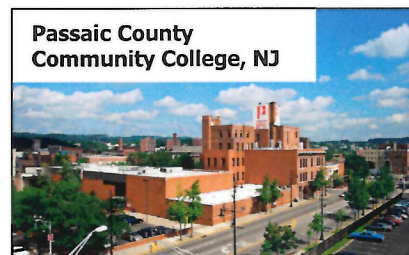


Biscayne Commons, FL

In addition to the environmental health & safety issues discussed above, settlement can be a primary concern when developing a site into an industrial use since this type of end use often incorporates mechanical and/or electrical equipment that is sensitive to settlement. Light structures can be designed to take into account the anticipated waste settlement. High-rise and other like heavily-loaded structures may require deep foundation support, such as pile foundations.

4.4 Institutional

Institutional uses include schools, churches, correctional facilities, and military installations, as well as associated supporting areas such as parking lots and warehouses. In Duval County, Florida, at least one elementary school and two Head Start facilities have been constructed on top of closed landfill sites. In Broward County, an elementary school was constructed on top of a closed landfill site. In Wanaque, New



Passaic County
Community College, NJ



Jersey, the Passaic County Community College was constructed over a 12-acre closed landfill site. Redevelopment included a leachate collection and treatment system, capping, waste relocation, and landfill gas controls.

Economics is one of the reasons cited for acquiring land previously used for landfilling activities to build public schools. The concern for public safety (due to LFG or exposure to contamination) of the children can make this option difficult to implement. Other concerns include settlement of waste and subsequent damage to buildings and other facilities, as well as public perception.

4.5 Residential

Residential reuse is a potential end use alternative for landfill redevelopment; however, it is often eliminated due to liability, public perception, the potential for structural damage due to settlement, human health and safety issues, LFG migration, and groundwater contamination. The type, thickness, and age of the waste are all considerations. There have been successful residential redevelopment projects at landfill sites, including high rise condominiums, apartment buildings, and single-family subdivisions. There have been disasters as well. For example, in Hawthorne, Florida, the City operated a landfill from about 1971 through 1974. The five-acre site was redeveloped as the Reservation First Addition subdivision. Many homes suffered structural damage as the waste beneath the homes settled. The City has been required to pay for relocation and other expenses. The FDEP is requiring additional assessment to ensure that the site is not contributing to groundwater contamination and that the site is cleaned up to FDEP's satisfaction. The extent of liability is unknown at this time until additional assessment is completed.

Issues at a landfill that may affect redevelopment for residential use can be addressed with site improvement techniques; however, the cost for doing so often outweighs the benefit gained from redeveloping the site into residential reuse. There are often other properties which are more economical for residential development.



5.0 GENERAL REDEVELOPMENT CONSIDERATIONS FOR LANDFILLS

5.1 Overview

There are more than 2,500 active landfills in the United States that accept municipal solid waste (MSW) and over 17,000 closed landfills that no longer accept waste. In addition to these “known” landfills, there are thousands of unregulated historic “dump” sites that are often discovered when a developer initiates construction. Often these sites were old borrow pits or low-lying areas that were filled to grade to blend in with the surrounding topography and vegetation. Public and private landfill owners face the same kinds of issues associated with these discovered historic dump sites, as well as engineered landfills: idle assets, long-term maintenance costs, environmental liabilities (known and unknown), and limited options for sale or reuse. Until recently, most landfill owners have managed closed landfill sites by isolation (fencing and preventing public access) and complying with environmental issues as problems arose. However, as land is becoming increasingly scarce, landfill sites are being considered for redevelopment. Other reasons for redeveloping a landfill site may be related to:

1. Cost (e.g., discounted property value or tax and development fee concessions);
2. Sustainable development initiatives that include programs which encourage beneficial use of “brownfield” sites or preservation of “virgin” (undeveloped) properties;
3. Long-term stewardship (by redeveloping a landfill site, the owner may be able to raise revenue for long-term care or transfer the long-term care responsibility to another party); and
4. Restoring or improving the aesthetic value of the property.

There are many factors that influence redevelopment of closed landfills, including the size of the site, the extent of contamination, the type of waste (MSW, hazardous, construction/demolition debris), location of the site, presence of wetlands or open water bodies, use of recyclable materials for remediation and development purposes, land value, willingness of developers, regulatory agency policies/rules, engineering solutions, and financial incentives. In the past few years, legislation has been adopted that encourages reuse of Brownfield sites, including landfills. Furthermore, insurance companies have developed risk management tools (including environmental policies to limit liability) and financial institutions are offering financing for Brownfield sites that make redevelopment of impaired properties more plausible.

Redevelopment alternatives were discussed in Section 4. The issues or concerns that can affect redevelopment of landfill sites can be grouped into four categories and are further discussed below:

1. Human health and environmental impacts;
2. Foundation/subgrade performance;
3. Surface-water management; and
4. Long-term stewardship.



5.2 Human Health and Environmental Impacts

- **Human Intrusion/Contact** – Both during and after redevelopment, there is the potential for humans to be exposed to surface soils/debris, as well as subsurface materials (especially during construction where grading or waste relocation is occurring). Exposure issues during construction are often addressed by utilizing dust suppression methods. Long-term exposure issues are often addressed by biotic/mechanical barriers (e.g., capping).
- **Vectors** – Rodents, flies, and other insects, as well as larger animals can be exposed to surface soils/debris and subsurface materials (burrowing). Exposure issues are often addressed by biotic/mechanical barriers (e.g., capping with a biointrusion barrier layer).
- **Gas Migration** – LFG is created when organic materials decompose under anaerobic conditions. LFG is typically composed of methane (50 to 55 percent), carbon dioxide (45 to 50 percent), and trace amounts of other gases (e.g., oxygen, nitrogen, and hydrogen sulfide). LFG migrates within the subsurface, ultimately discharging to the atmosphere. If left uncontrolled, LFG can cause odor, safety concerns (explosion or death by asphyxiation), and environmental problems. The gas is typically managed by:
 - source control (gas collection and treatment or landfill remediation); and/or
 - migration barriers (capping systems or subsurface barrier walls) with active and passive gas collection or venting layers, and monitoring and alarm systems.

In some instances, LFG can be burned or recovered to generate power. LFG is extracted from the landfill, cleaned and dried, and the methane component separated from the remaining gases. Outside air is mixed with the methane to create an energy-rich mixture which powers generators to create electricity. The amount and age of wastes are important factors for consideration when evaluating the feasibility of recovering LFG for energy.

- **Groundwater Impacts** – Leachate is generated when precipitation comes into contact with the waste. In some landfill facilities (typically, ones that are lined), leachate is collected and often treated or disposed of in some manner. However, at older facilities, which are typically unlined, leachate can contaminate groundwater when there is no mechanism for leachate control. To exacerbate this condition, LFG that is created through degradation of waste can also contaminate groundwater when contaminants in the gas are transferred from a gas to liquid phase and move in the subsurface environment with the groundwater. Challenges associated with redevelopment of a landfill site related to groundwater impacts may include:



1. Increased infiltration due to irrigation;
2. Gas/groundwater interaction; and
3. Waste “squeezing” and displacement. When redevelopment requires deep foundation support systems, there is the potential that wastes will be driven below the water table. This can create potential infiltration pathways and squeezed wastes may generate leachate, which can contaminate groundwater.

5.3 Foundation/Subgrade Performance

While every site has unique features that impact site development, the physical properties of the waste will influence the stability and long-term integrity of any structure or facility constructed over it. Settlement of waste poses a major issue that must be addressed during redevelopment of the site. Settlement of waste results from one or more of the following basic mechanisms:

1. Mechanical or physical compression of the waste;
2. Raveling or occasional movement of smaller waste particles into larger voids within the waste mass;
3. Chemical changes to the waste resulting in volume changes; and
4. Biological decomposition of certain wastes (particularly MSW) resulting in volume changes.

Settlement is usually characterized as differential settlement or total settlement. Differential settlement is localized and can impact shallow foundations and stormwater drainage. Total settlement can impact transitions and may cause downdrag on piles used for deep foundation support. In order to accommodate the anticipated settlements, facilities must be designed to incorporate measures which would allow movement to take place, or which would hold the facility in place while allowing the surrounding waste to settle in a controlled manner. Also, careful selection of an end use facility that is not particularly sensitive to differential movements can avoid future issues associated with excessive settlement.

Potential solutions to differential settlement include:

- | | |
|---|---|
| 1. Stiffen the foundation slab; | 4. Densify the subgrade by using a surcharge; |
| 2. Construct the slab into modular units; | 5. Dynamic compaction; and |
| 3. Reinforce the subgrade; | 6. Stabilize/remediate the waste. |

Potential solutions to total settlement include:

- | | |
|--|---|
| 1. Use of flexible and above-ground connections; | 4. Densify the subgrade by surcharge, preload, or dynamic compaction; and |
| 2. Hang utilities from the slab; | 5. Stabilize/remediate the waste. |
| 3. Design for downdrag; | |



Landfill sites are often redeveloped for recreational use (e.g., park, playing fields, golf course, etc.). These recreational uses are not very sensitive to settlement and structural stability issues. Where structures or buildings are incorporated into the end use plan, it is essential to select appropriate foundations to accommodate the anticipated movements. It may also be advantageous or cost-effective to incorporate site improvement techniques into the site development plan as a means of reducing the magnitude of future settlements and the impact on redevelopment. The ultimate selection of foundation type and any ground improvement technique will be driven by the type of structure to be used and its intended use.

Where loads are relatively light (e.g., single story structure), shallow foundations, such as spread footings, grid foundations, or reinforced concrete mats, may be appropriate. In this case, the structure is allowed to settle with the waste in a controlled manner. Shallow foundation solutions must however address:

1. Differential movements and tolerances;
2. Connection to utilities and other appurtenances which extend to the structure;
3. Connection to the landfill capping system; and
4. Maintenance of grades with respect to surface-water drainage.

Deep foundations, such as piles or drilled piers, involve constructing the foundation through the landfilled waste and founding the structure on more competent material existing below the waste mass. When deep foundations are used, the structure is not allowed to settle with the waste; it is held in place while the waste around it may settle. In general, deep foundations are only used for heavily loaded structures (such as high-rise developments) or where the intended facility can only accommodate small movements. Examples of the latter might include specialized medical facilities or research facilities housing sensitive equipment.

Because landfill waste tends to be extremely heterogeneous and susceptible to settlement that could affect the performance of the structure constructed over it; site improvement techniques are often used to improve the subgrade to provide adequate foundation support. Examples of site improvement techniques include:

1. Bulk waste excavation from the structure footprint, and replacement with an engineered fill;
2. Supplemental compaction of the waste (usually limited to shallow depths);
3. Surcharging of the waste with settlement monitoring;
4. Dynamic compaction; and
5. Grouting or fly-ash injection.

Other structural considerations also include corrosion and compatibility of the construction materials with the waste material.



5.4 Surface-Water Management

Stormwater runoff must be collected, stored for treatment, and released at a controlled rate in accordance with applicable state and federal regulations, including National Pollutant Discharge Elimination System (NPDES) requirements. Surface-water management requirements may vary between Florida's four water management districts, counties, and municipalities. However, the flood storage provided by the pre-development site is generally required to be maintained by the post-development site. Surface water management systems typically include retention/detention basins, swales, bioretention basin, porous/permeable pavement parking areas, geopave/geoblock or underground infiltration galleries (engineered underground voids with porous bottoms designed to store and discharge storm-water through infiltration to groundwater).

Waste disposal sites pose special challenges to providing surface-water management facilities. Because infiltration of stormwater through waste would tend to increase the potential for groundwater contamination or spread existing contamination, detention/retention basins, ditches, and swales should not be located above or immediately next to buried waste. Therefore, the areal extent and configuration of the waste on the site may dictate the available space required for locating the surface-water management facilities. If there is insufficient "clean" area to accommodate on-site surface-water discharge, other options must be considered (e.g., waste relocation, lined detention basins, or stormwater drainage wells).

5.5 Long-Term Stewardship

Challenges associated with long-term care of landfills include providing for post-closure, long-term operations, maintenance, monitoring, and unanticipated releases, which may require remediation. These challenges are often addressed with a combination of tools, including development of an operations and maintenance (O&M) Plan, securing financial assurance, and regulatory oversight.



6.0 CONCEPTUAL SPORTS COMPLEX DESIGN

Cardno TBE has created two conceptual layouts; Plan A and Plan B (See Appendix 1, Figures 5 and 6, respectively). The primary difference between the plans is that Plan A does not include any modifications to Dorsett Park to the north, while Plan B does.

Both plans provide for the following proposed additions to the landfill site portion of the project:

1. Three senior-level, 325-foot baseball fields;
2. Two youth-level, 225-foot baseball fields;
3. Two soccer fields;
4. A mini-park to accommodate open play areas and playground equipment;
5. Two access points from South Disston Avenue;
6. One access point from proposed Meres Boulevard;
7. A central concession/restroom/congregating area;
8. General location of stormwater management improvements;
9. Covered picnic areas;
10. An exercise trail along the perimeter of the upland portion of the site;
11. Trail connection to the Pinellas Trail; and
12. Parking along the east side of the site and centrally within the site.

Plan B provides all of the above items along with renovations to Dorsett Park as follows:

1. The existing baseball field is replaced with an open play area/football field (which, if a backstop is added, may also accommodate a youth-level, 225-foot baseball field as desired);
2. One existing basketball court and one existing tennis court are retained and improved as needed;
3. Two new basketball courts are added;
4. Two new tennis courts are added;
5. The six spaces allocated for the hard court facilities can be utilized for any type of court sport as desired by the community;
6. An unmanned concession facility (vending machines) and restroom facilities are also provided; and
7. The existing parking lot in the southerly portion of the site would be reconfigured to maximize the number of spaces and efficiency of vehicular circulation.



7.0 TECHNICAL ISSUES AFFECTING REDEVELOPMENT OF THE TARPON SPRINGS LANDFILL

7.1 Overview

This section of the report focuses on the technical issues or challenges that are likely to affect redevelopment of the TSLF. These technical issues are based on the following information (based on the available data, including those summarized in Section 2) on the landfill:

1. The TSLF is a closed, unlined Class III disposal facility on a 116-acre property, of which approximately 55 acres were used for waste disposal. The lateral and vertical extent of waste is documented and the base of the landfill is reported to be a thin, clay unit overlying the Floridan aquifer system.
2. The age of the waste dates back from 1964 (potential MSW disposal) and from 1974 to 1983 (C&D material only). The composition and characteristics of the waste are understood to consist primarily of construction and demolition (C&D) materials. C&D materials is defined by FDEP to mean "discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber". C&D debris also includes rocks, soils, tree remains and other vegetative matter which normally results from land clearing or land development operations for a construction project.
3. The soil cover consists of two feet of material, including six inches of clay and six inches of vegetated soil.
4. The bottom of the waste may extend down to approximately 30 feet below the current landfill surface. The highest points of the landfill are at an elevation of approximately 22 feet NGVD. The thickness of the waste may extend up to 30 feet in some places, even though an average waste thickness is anticipated to be between 25 and 28 feet.
5. Based on information provided by the City of Tarpon Springs, trenches were used to construct the landfill cells from 1974 to 1983. Approximately six inches of soil was used as daily cover.
6. A surface-water management system is present at the site and includes perimeter drainage swales, but no ponds. Drainage is primarily to the wetland areas immediately west of the disposal areas. Future development should attempt to incorporate a conventional side-sloped pond interconnected through a system of smaller swales located throughout the site and non-conventional, low impact development (LID) stormwater management systems. Non-conventional, LID, stormwater systems should be utilized in the vehicular use areas and incorporate the use of porous pavement, geopave/geoblock and/or paver block surface systems with engineered soils below to accommodate the run-off produced by these vehicular use areas.



7.2 Landfill Gas

The closure permit indicates that five gas monitoring probes are present at the site and that LFG monitoring is conducted on a semiannual basis. LFG remediation is required if concentrations are detected above 100 percent lower explosive limit (LEL). Based on a 2001 site evaluation, seven of 55 gas monitor/gas venting wells detected 100 percent LEL readings. The current gas venting system is a passive system with both vertical vents and lateral vents at the landfill perimeter. The existing LFG management system will need to be maintained and modified to support the proposed sports complex development. Specifically, the exhaust vents from the existing gas vent wells will need to be re-piped to below grade header systems such that the vent stacks are located outside of the playing field areas. Additionally, enclosed structures constructed over the waste may need to incorporate adequate measures to prevent release of the potentially harmful gasses into the environment. Measures typically used include provision of a vapor barrier between the structure and underlying waste and/or incorporation of gas venting.

7.3 Groundwater / Leachate

The City of Tarpon Springs currently collects groundwater analytical data from perimeter monitor wells at the site and reports the information to the FDEP every two years. Based on the most recent monitoring report (TBE, May 2008), impacts to groundwater are minimal; but have been documented to include groundwater cleanup target level (CTL) exceedances for chloride, sodium, total dissolved solids (TDS), iron and manganese. Additionally, elevated concentrations of ammonia nitrogen have been detected; however, a groundwater CTL is not established for ammonia. The majority of groundwater CTL exceedances at the site appear to be related to brackish water, which is present naturally in the area based on site proximity to saline water bodies immediately west and northwest of the site.

7.4 Surface Water

The closure permit states that "The existing surface water management system shall be operated and maintained to prevent surface water from running on to waste-filled areas, and a stormwater runoff control system shall be designed, constructed, operated, and maintained to collect and control stormwater to meet the requirements of Rule 17-701.073(6)(g), F.A.C., and applicable standards of Chapter 62-25, 62-302 and 62-330, F.A.C. The current storm water management system is designed to create sheet flow conditions towards perimeter drainage swales, which subsequently route surface water to the wetland areas west of the disposal areas. While the primary components of this system will need to be maintained with the modified site development plant, upgrades will be required to address additional irrigation water, and to allow additional treatment or storage of surface water prior to discharge into the adjacent wetland area.

7.5 Waste Decomposition and Settlement

A 2001 site investigation performed by Parsons Brinckerhoff concluded that there are no visible signs of settlement across the landfill". However, based on the thickness, type, and age of waste at the TSLF, limited settlement is still anticipated over time. The waste may be subject to



notable settlement under initial loading and subsequent long-term settlement induced by decomposition of organics. Variable thicknesses and composition of the waste may also cause considerable differential settlement. A combination of enhanced waste degradation, subsurface improvement, foundation design, and facility type selection can provide for successful redevelopment of the site despite the geotechnical challenges. Site improvement technologies are discussed in Section 8 of this report.

7.6 Long-Term Stewardship

At a minimum, long-term stewardship will require compliance with post-closure care (PCC) requirements at the site. Currently, PCC requirements are driven by the closure permit, which expires on April 1, 2012. The current PCC requirements include groundwater monitoring and maintenance of the groundwater monitoring system, and general maintenance of the facility including mowing and repairs to the landfill cap. Long-term stewardship will ultimately be driven by the findings from the investigations that would be required for redevelopment, as well as the end use alternative constructed for the site. For example, if enclosed buildings are constructed on the site, a LFG management system will likely be required. In that case, long-term stewardship would include monitoring of the LFG system.



8.0 RECOMMENDATIONS FOR THE TSLF SITE

8.1 Enhanced Compaction Prior to Construction

Settlement issues related to ball field construction and management are typically managed with the periodic addition of fill material to maintain a level playing surface. While minimal settling has been noted at the TSLF site, it is anticipated that these long-term maintenance activities can be minimized by utilizing enhanced compaction prior to final site grading. Use of a large vibratory roller to enhance preferential compaction is recommended as a low cost alternative to dynamic compaction at the site. While it is hard to predict the effectiveness of this activity, Cardno TBE is providing this option for consideration should the City have access to this equipment and can perform the activity at a low cost. Cardno TBE has not developed a cost for the rental and operation of this equipment, but assumes the costs to be minimal, particularly if the City can access equipment used for street maintenance activities.

8.2 Enhanced Cap System, Additional Soil Cover and Site Grading

The current soil cover system was emplaced at a two-foot thickness with only a six-inch low permeability clay material used as a landfill cap. This system, while sufficient to maintain the landfill in its current undeveloped state, it will be insufficient to support redevelopment as a recreational sports complex. Primary concerns with the current cap are minimal protection from exposure to buried material and insufficient barrier to development of landfill leachate due to increased irrigation required for the ballfield complex. Additionally, substantial fill material will be required at this site to achieve the required playing surface areas for ballfields, parking areas, etc. Therefore, in order to provide additional protection from exposure to buried waste, and to facilitate improvements in the soil cap system function, Cardno TBE recommends additional soil capping to be used at all playing field areas.

Two capping options can be considered for the site; Option 1 is preferred and incorporates the integration of an impermeable geotextile barrier into the modified soil cover system, while Option 2 replaces the geotextile barrier with a low-permeability clay material. Cardno TBE has not been able to obtain reliable costs for the supply and placement of clay material; however, it is assumed that the clay material option will be slightly less expensive (and less reliable) than the geotextile liner system. With either of these systems, the general approach will be to construct the modified cap system to include appropriate slopping at the top of the impermeable material (liner or clay), such that infiltrating water is directed to swales constructed between each field area. Additional soil cover will then be added (as needed) above the new cover system so that the fields can be leveled, compacted and vegetated. For this approach, each field would be slightly elevated with drainage swales constructed between each. The drainage swales will also need to be lined with geotextile liners (or low permeability clay) and graded to route surface water to existing perimeter drainage systems/ponds and, ultimately, to the wetland areas to the west of the site.



The estimated unit cost to design and install a modified landfill cap system (including a geotextile liner and limited passive gas venting) is between \$72,000 and \$78,000 per acre. Assuming 40 acres of the overall site is modified at a median cost of \$75,000 per acre the resulting total cost estimate would be \$3M (See Section 9 for Cost Estimate). The estimated unit cost for supply and placement of approximately three feet of clean soil cover is approximately \$38,000 to \$40,000 per acre, resulting in an estimated total cost of between \$2.09M and \$2.2M for the 55-acre site.

8.3 Landfill Gas Management

The current passive landfill gas (LFG) system appears sufficient to management the limited accumulation of methane gas that is being generated at the site. However, this system will need to be re-oriented and extended vertically to support the proposed redevelopment of the site as a sports field complex. The modifications proposed by Cardno TBE include the excavation of horizontal vent pipes beneath the planned ballfield, extending into the soil cover that is located immediately beneath the existing clay cap soils. These horizontal pipes will be constructed within coarse aggregate material and will vent horizontally to new gas vent wells that will be constructed outside of the ballfields. Where possible, the system modifications will be integrated into the existing gas vent system to minimize the cost associated with the system enhancements.

In addition to modifying the LFG management systems beneath the ballfields, impermeable barriers and sub-grade passive venting systems will be installed beneath any support buildings that are constructed as part of the sports complex. Alternatively, enhanced gas monitoring can be performed in the proposed building locations to determine if gas venting systems are warranted.

The cost estimate for modifications to the passive gas management system at the site is included in the cost estimate for the soil cover system. Any additional costs related to the cost of building structures would be included in the construction cost of the buildings.

8.4 Surface Water Management

To achieve the recreational facility concept plan provided to the City, substantial fill material will be required to provide appropriately-sloped playing fields in close proximity to the site boundaries. Additionally, a stormwater management system will be required to accommodate the surface water runoff and discharge into the adjacent wetlands areas. Under ideal conditions, pretreatment pond systems should be installed outside of waste disposal areas; however, sufficient areas may not be available at this site. If this is the case, then a limited amount of excavation within the disposal areas may be required, with a lined pond system constructed at that location. It appears that the most appropriate areas available for stormwater management may be in the northeast, northwest, and southeast portions of the site. Alternatively, narrow and elongated surface water retention areas may be feasible along certain perimeter areas of the site, as shown in the concept plan drawings, with the understanding that retaining walls would be



required so as to not impact any excavation of the landfill; while meeting existing grades along the wetland.

A generalized cost estimate to provide storm water management systems, including retaining walls, for the planned sports complex are anticipated to range between \$1.5M to \$2.0M, depending on the final permit requirements and system design.

8.5 Sports Complex Construction

The conceptual plans for the sports complex are summarized in Section 5.0. Due to the complexity of engineering a site over a landfill, design costs for this type of complex will typically range from 10 to 20 percent of the total cost of construction. The estimated construction cost for Concept Plan B is between \$5.9M and \$7.2M, with design costs ranging from \$600K to \$800K.



9.0 CONCLUSIONS AND PRELIMINARY COST ESTIMATES

The primary focus of this study has been to provide a preliminary design for a recreational sports complex at the TSLF and to evaluate the feasibility of the design based on the past use of this site as a municipal solid waste and construction and demolition debris landfill. Additionally, extensive discussions of other redevelopment alternatives have been included to demonstrate potential concerns or limitations related to other redevelopment alternatives. The redevelopment feasibility is based ultimately on both the technical practicability and cost of implementing various remediation and/or site preparation strategies.

The key elements of the sports complex design include (for both concept plans):

1. Three senior-level, 325-foot baseball fields;
2. Two youth-level, 225-foot baseball fields;
3. Two soccer fields;
4. Two access points from South Disston Avenue
5. One access point from proposed Meres Boulevard;
6. A central concession/restroom/congregating area;
7. Additional, remote restroom facilities;
8. Connection to the Pinellas Trail; and
9. Parking along the east side of the site and centrally within the site.
10. Plan B provides two additional youth-level, 225-foot baseball fields on the landfill site in the location of the yard waste processing area as well as providing substantial renovations for Dorsett Park

The primary design elements related to the redevelopment of the site as a recreational sports complex focus on:

1. Enhancing the structural stability of the site (to reduce differential settlement and ongoing functionality of the ballfields),
2. Improving the landfill cap system to reduce potential direct exposure to buried waste, and to improve surface water management control to facilitate increased site irrigation,
3. Provide additional soil cover to achieve required surface elevations for ballfield construction and related surface water management features.
4. Modifying the landfill gas management system to support the final sports complex design and field orientations.



The preliminary cost estimates to provide these improvements are as follows:

1. Enhanced compaction with a vibratory roller Cost Not Provided
2. Enhanced cap system and site re-grading..... \$2.8M to \$3.4M
3. LFG management system modifications..... Included in cap modifications
4. Additional soil cover to support construction grades..... \$2.0 to \$2.5 MM
5. Storm water management modifications..... \$1.5M to \$2.0M
6. Regulatory negotiations and permit modifications..... \$50K to \$75K
7. Cost to Design and Build the Sports Complex
 - a. Site Design..... \$600K to \$800K
 - b. Site Construction..... \$5.9M to \$7.2M

Total* \$12.9M to \$16M

*Less enhanced compaction with a vibratory roller.



10.0 REFERENCES CITED

Florida Department of Environmental Protection, 2001. *Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida*. May 3, 2001.

Martin, W.L. and Tedder, R.B., 2002. *Use of Old Landfills in Florida* in the Proceedings of the 16th GRI Conference, Geosynthetic Institute, Philadelphia, PA, December 16-17, 2002, P. 136.

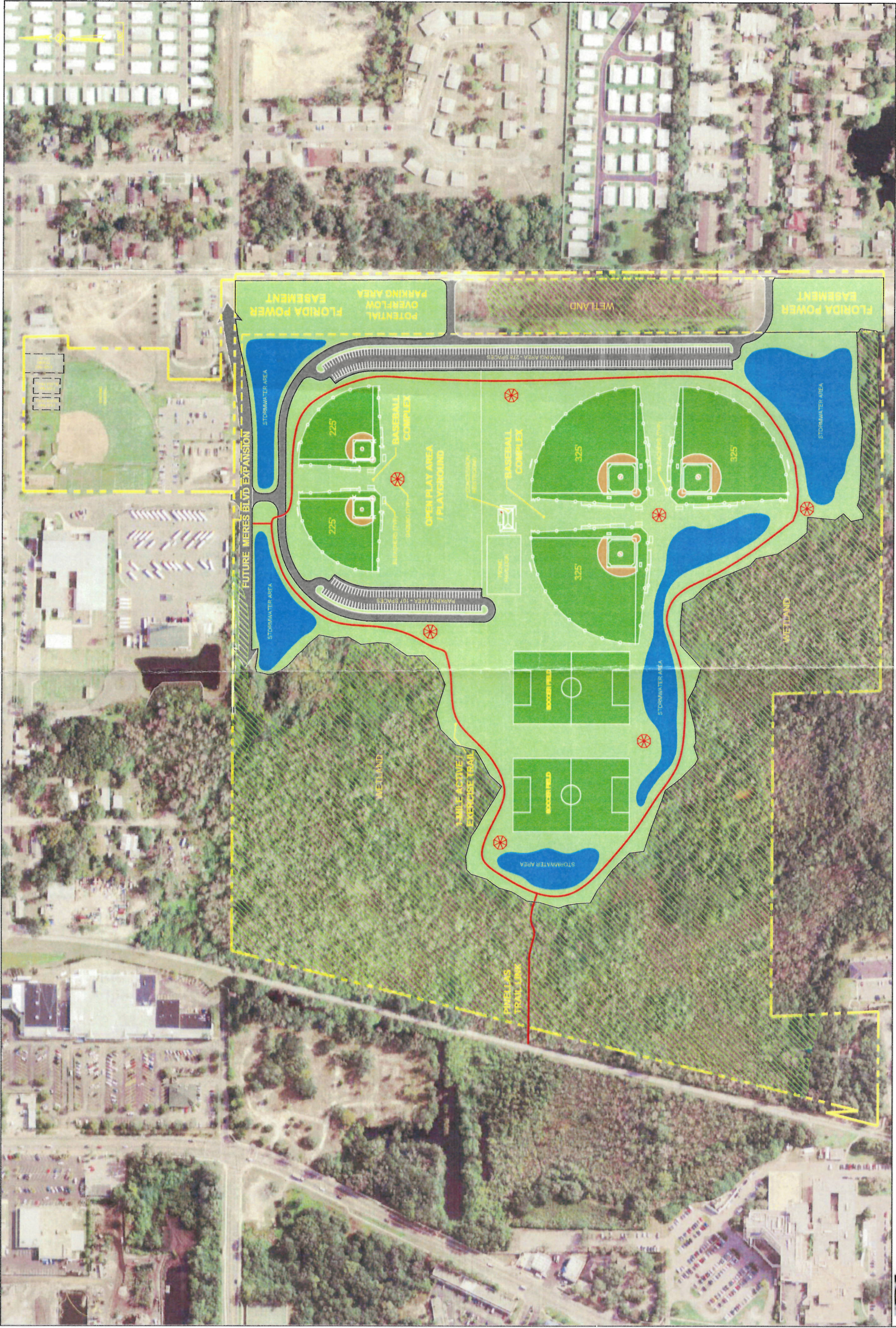
City of Tarpon Springs. *2007 Evaluation and Appraisal Report (EAR)*

City of Tarpon Springs. *2008 EAR-based Comprehensive Plan Amendments*. Ordinance 2008-32 (Second Reading scheduled for August 4, 2009)



APPENDIX 1

FIGURES



TARPON SPRINGS SPORTS COMPLEX - CONCEPT 'A' - FIGURE 5



TARPON SPRINGS SPORTS COMPLEX - CONCEPT 'B' - FIGURE 6

FLU 1.5.1: Conduct an economic development analysis and draft an Economic Development Element that considers the following:

- a) Asset-based economic development strategy.
- b) Cost of growth analysis.
- c) Impacts of formula-based uses on local businesses.

FLU 2: PROVIDE FOR A VIBRANT, LIFELONG COMMUNITY WHERE PEOPLE CAN MEET ALL DAILY NEEDS OF LIVING.

FLU 2.1: Utilize the Place Based Area Map to protect unique neighborhoods, cultural assets, coastal areas, recreation and tourism, and other community assets and to guide future development and redevelopment.

FLU 2.1.1: When making decisions to amend the Future Land Use Map or Zoning Atlas, the Place Based Area Map and area descriptions shall be considered.

FLU 2.1.2: The following Place Based Area Map areas and descriptions are established:

- a) **Agriculture/Residential Estate:** Incorporated areas in the eastern area of the City, and adjacent unincorporated areas of Pinellas County, characterized by agricultural and estate residential development patterns where large lots (minimum 0.5 - 2 acres), hobby farms, horse farms, dog kennels, and a more rural lifestyle is possible.
- b) **Neighborhood Suburban:** Established suburban neighborhoods with limited infill opportunities. These areas may have historically developed at lower than allowable density as designated by the Future Land Use Map. Opportunities for new housing include accessory dwelling units and evolution of single family homes to 1, 2, 3, and 4 family units and context-sensitive, non-residential uses, such as pop-up commercial, corner stores, neighborhood markets, and accessory commercial units
- c) **Neighborhood Traditional:** Areas characterized by early traditional development patterns with well established street grids, connectivity and walkability. Ideally these areas would be best preserved through conservation districts, form-based codes, and context sensitive infill development that could include housing types of 1, 2, 3, and 4 family dwellings, cottage courts and accessory dwellings. These areas provide easy accessibility to the Sponge Docks and Downtown and are desirable for those seeking a more urban lifestyle with easy access to destinations, restaurants and shopping.
- d) **Special Area Plan:** Areas guided by existing Special Area Plan(s) that supersede traditional Future Land Use Map categories. These areas include the Sponge Docks, Downtown/CRA, and the Meres Town Center.
- e) **Transitional:** Areas where transition is already happening, or development pressures are not in alignment with Future Land Use Categories. These areas include the industrial and residential areas north of the Anclote River and the US 19 corridor. Specific area and corridor plans should be prepared to manage future growth and transition of the areas. Until such time transitional areas are planned for, requests for future land use map amendments and zoning changes will be based on current future land use map and comprehensive plan policies.
- f) **Waterfront Mixed:** Areas characterized by water dependent uses such as marinas, commercial fishing, sponging, and charter boats. Limited residential, low-impact tourist related uses, and accessory uses that support the working waterfront nature of the areas is appropriate but should not dominate the future development of the area.
- g) **Working Waterfront Intensive:** Marine industrial areas characterized by intensive marine related industries such as boat building, boat repair and storage with less intensive marine accessory uses such as boat launching and traditional wet and dry slip marinas.
- h) **Environmental Reserved:** Anclote River, Gulf of Mexico, and bayou shoreline areas either currently protected, or that should be protected through acquisition, conservation easements, or other similar methods, when opportunity exists. These areas include lands subject to sea level rise and coastal flooding, natural habitat areas and wetlands. The Environmental Reserved Areas may overlay other Place-Based Areas on the Map.
- i) **Restricted:** This area is restricted by recorded covenants limiting development to industrial or employment type uses.

FLU 2.1.3: Initiate and prioritize planning processes for special area/corridor plans for the areas identified as ‘Transitional’ on the Place Based Area Map by January 2026.

FLU 2.2: Establish a variety of complimentary residential, commercial, mixed use, institutional and employment land use designations that support smart growth and redevelopment that incorporates the historic community character and asset-based economic development.

FLU 2.2.1: Future Land Use Categories and the standards associated with each category will be described in the Future Land Use Categories Descriptions and Rules Table to be made part of this element.

FLU 2.2.2: The following residential, commercial, public, employment, and mixed use future land use categories are established:

- a) Residential Categories:
 - 1) Residential Very Low (RVL)
 - 2) Residential Suburban (RS)
 - 3) Residential Low (RL)
 - 4) Residential Urban (RU)
 - 5) Residential Low Medium (RLM)
 - 6) Residential Medium (RM)
- b) Commercial Categories:
 - 1) Retail & Services Neighborhood (R&SN)
 - 2) Retail & Services Limited (R&SL)
 - 3) Retail & Services (R&S)
 - 4) Resort (R)
 - 5) Resort Facilities Overlay [RFO]
 - 6) Public/Semi-Public (P/SP)
- c) Employment Categories:
 - 1) Office (O)
 - 2) Employment (E)
 - 3) Industrial (I)
- d) Mixed Use Categories:
 - 1) Activity Center (AC)
 - 2) Planned Redevelopment District (PRD)
 - 3) Multimodal Corridor (MMC)
- e) Water Dependent Categories:
 - 1) Retail & Services - Water Dependent (R&S-WD)
 - 2) Industrial/Employment - Water Dependent (IE-WD)

FLU 2.2.3: The following preservation and recreation future land use categories are established:

- a) Preservation (P)
- b) Recreation/Open Space (R/OS)

FLU 2.2.4: Maintain a Future Land Use Map (FLUM) depicting the future land use category designations.

FLU 2.2.5: Future Land Use Categories established by Tarpon Springs will be consistent with the Countywide Plan Map.

FLU 2.2.6: Per Article 4 of The Countywide Rules, (effective date August 30, 2021) the following table is provided showing the City’s Future Land Use Categories corresponding to appropriate Countywide Plan Map Categories.

FLU 2.1.3: Initiate and prioritize planning processes for special area/corridor plans for the areas identified as ‘Transitional’ on the Place Based Area Map by January 2026.

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FLU 2.2.6: Per Article 4 of The Countywide Rules, (effective date August 30, 2021) the following table is provided showing the City’s Future Land Use Categories corresponding to appropriate Countywide Plan Map Categories.

FLU 3.2.2: The City has the right to permit and the Developer has the right to construct up to 362 dwelling units on the 16.61 acre parcel located at the southeast corner of the intersection of Meres Boulevard and South Pinellas Avenue. 215 residential units may be permitted and constructed on that site upon this Policy becoming effective. The remaining 147 residential units reflected in the Special Area Plan may be permitted and developed after the residential portion of the site as described in areas marked D and E of attachment C-01 of the Special Area Plan attached hereto is above the elevation of the Category 1 storm surge elevation model output published by the Tampa Bay Regional Planning Council in 2010.

FLU 3.3: Ensure availability of utility services necessary to support proposed development, discourages urban sprawl, and meets established Level of Service standards.

FLU 3.3.1: Require the issuance of development orders to comply with adopted levels of service in this Plan.

FLU 3.3.2: Discourage urban sprawl through the use of infill development and compact growth contiguous to existing developed areas to maximize the use of existing facilities.

FLU 3.3.3: Retain City owned property for future public facility use in accordance with the recommendations and policies of the Recreation and Open Space, Transportation, Utilities, and Capital Improvements Elements.

FLU 3.4: Ensure that dredge spoil disposal sites are coordinated and managed by the City of Tarpon Springs when required for intermittent recreational dredge projects and dredging of the federal channel within the Anclote River.

FLU 3.4.1: Utilize existing City owned property, where practical, as temporary dredge spoil disposal sites.

FLU 3.4.2: Coordinate with and assist the Army Corps of Engineers in procuring suitable temporary dredge spoil disposal sites for the federal channel within the Anclote River.



CM 1.2.1: Evaluate, revise, and implement regulations for shoreline and essential habitat buffers in the Land Development Code. Continue to restrict seawalling to areas where no other alternative shoreline stabilization technique is feasible.

CM 1.2.2: Evaluate and revise Land Development Code regulations to incentivize natural shoreline and upland retaining walls in lieu of seawalls for shoreline stabilization.

CM 1.2.3: Dredge and fill activities must be consistent with Pinellas County Code and permitting requirements. Evaluate the Land Development Code to determine if additional restrictions beyond County standards are needed.

CM 1.2.4: Identify design alternatives and funding sources for bayou erosion control.

CM 1.2.5: Continue to implement recommendations from the Stormwater Action Plan.

CM 1.2.6: Maintain existing causeway beach systems to minimize erosion and preserve the existing ecosystem.

CM 2: COASTAL LAND USES MUST BE SUSTAINABLE, COMPATIBLE WITH NATURAL AND HISTORIC RESOURCES, RESISTANT TO VULNERABILITIES, AND SUPPORTIVE OF ASSET-BASED ECONOMIC VITALITY.

CM 2.1: Prioritize water dependent uses on Gulf of Mexico and Anclote River shorelines.

CM 2.1.1: Utilize the Place Based Area Map to ensure the preservation and protection of water dependent uses along the Anclote River.

CM 2.1.2: Utilize the Comprehensive Zoning and Land Development Code to prioritize water dependent uses compatible with the historic Anclote River working waterfront to promote asset-based economic vitality.

CM 2.1.3: Direct permanent residential population concentrations outside of the Coastal High Hazard Area (CHHA).

CM 2.1.4: Prioritize Gulf of Mexico shoreline uses for open spaces and recreation and public shoreline access.

CM 2.1.5: Utilize the Land Development Code to support new and expanded marinas and boating access facilities in environmentally compatible coastal locations, considering the following criteria:

- Compatibility with existing adjacent use.
- Adequate water depth.
- Need for dredging or filling is strongly discouraged.
- Preference for expansion of suitable existing facilities.
- Adequate flushing to maintain water quality.
- No adverse impact of archaeological or historic sites.
- No adverse impacts on the West Indian Manatee Habitat.
- Minimal impact on environmentally sensitive resources including upland areas.
- Sufficient upland area to accommodate needed utilities and support facilities.
- Sufficient roadway capacity to handle traffic demand.
- Adequate wastewater treatment capacity for upland and marine pump-out facilities.
- Preference for facilities providing new public use slips and access.
- Approval from other affected government agencies.

CM 2.2: Coastal land uses will meet local, regional, state, and federal standards and criteria for location, intensity, compatibility, and adequate infrastructure.

CM 2.2.1: Require the approval of the Pinellas County Water Navigation Board for docking facilities, seawalls, dredge and fill, and other activities under their purview.

CM 2.2.2: Ensure development proposals that may adversely impact coastal environmentally sensitive areas are reviewed by all affected jurisdictions and agencies.

CM 2.2.3: Forward development proposals to Florida Department of Environmental Protection whenever aquatic preserves are affected.

CM 2.3: Ensure public access to the waterfront.

CM 2.3.1: Assess and establish recommendations for waterfront improvements to promote recreation, climate adaptation, and coastal restoration as part of the Parks and Recreation Master Plan.

CM 2.3.2: Evaluate increased access or use of City-owned right-of-way access points to the waterfront as part of the Parks and Recreation Master Plan.

CM 2.3.3: Prohibit vacation of all existing public rights-of-way, easements, and other dedications that provide access to the waterfront to maintain public access.

CM 2.4: Coordinate prioritization of shoreline uses with the requirements of the Historic and Cultural Resources Element.

CM 2.4.1: Promote the preservation of the historic working waterfront through the Comprehensive Zoning and Land Development Code.

CM 2.4.2: Evaluate cultural district / design guidelines for the Sponge Docks and Greektown.

CM 2.5: Improve resilience to flooding, climate related impacts, and natural disasters.

CM 2.5.1: Develop and implement a Sustainability Action Plan in coordination with the vulnerability assessment.

CM 2.5.2: Develop plans and programs to incentivize climate adaptation techniques and/or the acquisition of property to prevent incompatible development in areas of repeated damage resulting from flooding, storm surge or wind velocity.

CM 2.5.3: Require the removal, relocation or structural modification of public infrastructure that experiences repeated storm damage, including flood damage.

CM 3: REDUCE RISK TO HUMAN LIFE, PROPERTY, AND PUBLIC INVESTMENTS FROM THE EFFECTS OF HURRICANES, STORM SURGE, HIGH-TIDE EVENTS, FLASH FLOODS, STORMWATER RUNOFF, SEA LEVEL RISE AND OTHER CLIMATE RELATED IMPACTS AND NATURAL DISASTERS.

CM 3.1: Limit public expenditures that subsidize development in the Coastal High Hazard Area to the following:

- Maintenance and purchase of public open space.
- Drainage improvements.
- Elimination of existing septic systems.
- Maintenance and repair of existing roads.
- Post-disaster repair/replacement of existing public roadways and utilities.
- City-owned water-dependent uses.

CM 3.1.1: Define the Coastal High Hazard Area as “the area defined by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) model to be inundated from a category one hurricane” as reflected in the most recent Regional Evacuation Storm Tide Atlas.

CM 3.1.2: Restrict public investments such as roads, water, and sewer infrastructure, which would subsidize new private development in the Coastal High Hazard Area. This shall include acceptance of privately constructed, roads, stormwater facilities and utilities intended to be dedicated to the public and which will require future maintenance by the City of Tarpon Springs.

CM 3.1.3: Consider the most current and credible sea level rise data when planning for infrastructure and capital improvement expenditures in the Coastal High Hazard Area.

CM 3.1.4: Limit development within High Hazard Coastal Areas with dedicated City funds to the following conditions: those which are in need of stormwater improvements, those in need of restoration of natural resources, or existing public facilities in need of restoration or maintenance.

CM 3.1.5: Utilize the Vulnerability Assessment and CIP to assess and implement strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation.



QUALITY OF LIFE

The Conservation, Recreation/Open Space, and Lifelong Learning Elements (formerly Public Schools) correspond and align with the following Goals from the “Quality of Life” Focus Area of the Strategic Plan:

- ➔ **GOAL B.1:** Water Quality Protection (Rivers, Bayous, and Beaches).
- ➔ **GOAL B.2:** A Healthy Tree Canopy.
- ➔ **GOAL B.3:** A safe, pedestrian-friendly community.



CONSERVATION ELEMENT

The natural environment serves many vital functions and contributes to quality of life. A healthy ecological system improves the community's air and water quality; helps minimize flooding; offers unique character; and provides natural resources. Responsible planning decisions are essential to protect natural resources and promote resiliency from natural disasters and human-made impacts. The Conservation Element establishes goals, objectives, and policies to guide decision-making to protect natural resources.

The Conservation Element addresses the conservation, use, and protection of natural resources, including air, water bodies, water recharge areas, wetlands, soils, beaches, shores, flood plains, fisheries and wildlife, and other natural and environmental resources. The Conservation Element also addresses energy conservation, and establishes goals, objectives, and policies that support energy conservation for the city and its residents.

Strategic Plan Alignment

The revised Conservation Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective B.1.1:** Maintain stormwater action plan for environmental cleanliness for waterways.
- ⇒ **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- ⇒ **Objective B.1.3:** Minimize impact of wastewater on the environment.
- ⇒ **Objective B.1.4:** Maintain navigable river and waterways.
- ⇒ **Objective B.2.2:** Reduce urban heat islands and increase shade tree plantings.
- ⇒ **Objective B.2.3:** Assess and amend tree preservation ordinances.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Coastal Management goals, objectives, and policies moved to a separate element.
- ⇒ Removal of duplicative policies.
- ⇒ Removal of '9J-5' references.

Goals, Objectives, and Policies

CON 1: PROTECT, CONSERVE, AND MANAGE NATURAL RESOURCES AND ECOSYSTEMS, VEGETATIVE COMMUNITIES, AND SPECIES OF CONSERVATION CONCERN.

CON 1.1: Protect, conserve, restore, and manage natural ecosystems, native vegetative communities, and native wildlife species and habitat.

CON 1.1.1: Identify and delineate natural ecosystems, native vegetative communities and native wildlife habitats and corridors in the Parks and Recreation Master Plan.

CON 1.1.2: Continue to designate significant natural areas as the preservation future land use category during the development review process.

CON 1.1.3: Coordinate with Pinellas and Pasco counties and other applicable state and federal agencies regarding ecological corridors, greenway systems, and the impact of land development on ecosystems.

CON 1.1.4: Incorporate pest best management practices and implement policies for vegetation management and pollinator conservation in City Operation and Maintenance procedures.

CON 1.4.2: Continue to require a minimum 30 foot aquatic lands setback through the Land Development Code regulations.

CON 1.4.3: Require a minimum 25-foot buffer zone adjoining all wetlands in the Land Development Code.

CON 1.4.4: Revise the Land Development Code acreage thresholds to require all development and redevelopment adjacent to identified wetlands and/or areas of significant upland habitat to assess natural systems/biological/wildlife impacts and evaluate alternatives to eliminate or minimize adverse impacts.

CON 1.4.5: Wetlands that are not designated as “Preservation” or “Recreation Open Space” on the Future Land Use Map require a future land use amendment to either of these two designations prior to issuance of any construction permits for adjacent upland development.

CON 1.5: Minimize direct stormwater runoff into the Gulf of Mexico, Anclote River, bayous and other open bodies of water.

CON 1.5.1: Adopt and implement the updated City of Tarpon Springs Stormwater Manual standards.

CON 1.6: Reduce the number of soil erosion activities.

CON 1.6.1: Restrict off-roading on relic sand dunes.

CON 1.6.2: Monitor soil erosion problems during construction activities and enforce violations.

CON 1.6.3: Revise the Land Development Code to require the utilization of soft shoreline stabilization techniques or a combination of an upland retaining wall with soft shoreline techniques along the Gulf of Mexico, St. Joseph Sound, Anclote River and Bayou shorelines as alternatives to seawall construction. Man-made canals, the historic seawall providing public access around Spring Bayou, and properties with existing seawalls on both sides shall be exempt from this requirement.

CON 1.6.4: Require sites to be suitable in terms of soil types for the development proposed.

CON 1.6.5: Restrict the use of fill and require the use of pilings in designated conservation areas, FEMA Velocity and Coastal AE zones.

CON 1.7: Protect and enhance the urban and natural tree canopy to reduce stormwater runoff, improve air quality, decrease urban heat island effects, and provide shade and habitat.

CON 1.7.1: Implement a tree canopy loss preservation policy in lieu of pay and go tree management, maintain and manage the City’s tree inventory, and establish an urban forestry management program.

CON 1.7.2: Evaluate and implement programs and incentives to maximize and enhance the City’s urban and natural tree canopy.

CON 2: PROMOTE AND APPLY ENVIRONMENTALLY SUSTAINABLE PRINCIPLES, PROGRAMS AND PRACTICES THAT SUPPORT A MORE RESILIENT COMMUNITY.

CON 2.1: Reduce energy consumption and waste.

CON 2.1.1: Evaluate incentives and guidelines for homeowners and businesses to install solar power/heating and other renewable energy sources.

CON 2.1.2: Evaluate incentives and guidelines or green building that conserves natural resources and reduces monthly operating costs.

CON 2.1.3: Consider incentives for LEED (Leadership in Energy and Environmental Design) conscious projects.

CON 2.1.4: Evaluate the Historic Preservation Design guidelines to allow the rehabilitation of existing historic structures to utilize energy efficient materials as long as the historic integrity of the structure is maintained.

CON 2.1.5: Develop and implement guidelines for a City-wide renewable energy plan.

CON 2.1.6: Expand the City-wide energy efficiency program.

CON 2.1.7: Evaluate additional opportunities for adaptive reuse of existing structures.

LL 1.2.1: Collaborate with partners in the planning, location and development of educational facilities, and in the evaluation of potential school closures, significant school renovations, and school site selections before land acquisition or disposal.

LL 1.2.2: Educational facilities must be compatible with the present and projected use of surrounding properties and community infrastructure, resources, and assets.

LL 1.2.3: Explore opportunities to collocate school facilities with mutually supportive public facilities and activities.

LL 1.2.4: Stadiums, outdoor recreational facilities, and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

LL 1.2.5: Industrial education facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

LL 1.2.6: Proposed locations that are less than the standard site acreage as prescribed in the Florida Department of Education State Requirements of Educational Facilities may be determined to be consistent with the City of Tarpon Springs Comprehensive Plan.

LL 1.2.7: For new sites, additional facilities, or redevelopment projects, consistency with the Comprehensive Plan may be conditioned.

LL 1.2.8: Coordinate with the School District for emergency and operations.

LL 1.2.9: Support the School District's commitment to sustainable design and operations.

LL 1.2.10: The City and School District shall strive to plant more trees in and around school grounds in order to reduce heat islands.

LL 2: COLLABORATE WITH THE SCHOOL DISTRICT, ST. PETERSBURG COLLEGE AND OTHER PUBLIC AND PRIVATE PARTNERS TO ENSURE EQUITABLE ACCESS TO EDUCATIONAL FACILITIES AND WORKFORCE DEVELOPMENT OPPORTUNITIES FOR ALL.

LL 2.1: Collaborate with partners to address socioeconomic barriers to education and workforce opportunities.

LL 2.1.1: Make strategic investments to connect people with education and training opportunities for at-risk communities, including:

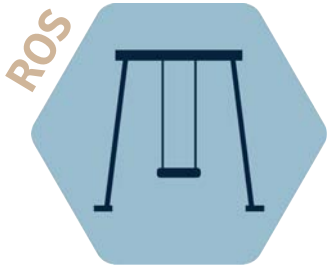
- Low-income workers;
- Persons with disabilities;
- Older residents;
- Veterans;
- Parents with young children; and
- Formerly incarcerated persons.

LL 2.2: Collaborate with partners to provide safe and efficient physical access to education facilities and workforce development.

LL 2.2.1: Participate with local and regional committees and task forces to coordinate safe, equitable access to education and training opportunities.

LL 3: MAINTAIN A HIGHLY-TRAINED AND WELL-EDUCATED LOCAL WORKFORCE THAT EFFECTIVELY COMPETES FOR EMPLOYMENT, MEETS THE NEEDS OF BUSINESSES, AND INCREASES OPPORTUNITIES FOR SOCIAL MOBILITY.

LL 3.1: Collaborate with public and private partners to develop a diversely-skilled workforce that meets existing and anticipated business needs.



RECREATION/OPEN SPACE ELEMENT

Tarpon Springs offers a variety of quality parks and recreation facilities to its residents. These existing amenities contribute to the overall health and quality of life of residents and visitors. Ensuring the City continues to provide, expand, and enhance these assets is essential.

The updated policies of the Recreation/Open Space Element direct the City to develop a comprehensive parks and recreation master plan to ensure all recreation needs are met or will be met, as well as program future parks and recreation facilities. Additionally, these policies address level of service by proximity/accessibility to parks and recreation facilities, rather than the traditional measurement of types of facilities, such as the minimum number of baseball fields based on population.

Strategic Plan Alignment

The revised Recreation/Open Space Element aligns with the following goals and objectives of the City's Strategic Plan:

- ⇒ **Objective B.1.2:** Reduce loss and improve health of wetlands and buffers (mitigate invasive species).
- ⇒ **Objective B.1.4:** Maintain navigable river and waterways.
- ⇒ **Goal D.3:** A vibrant, life-long community where people can meet all daily needs of living and comfortably "age in place".
- ⇒ **Objective D.3.2:** Identify unmet needs of daily living within the city and develop strategies to address those needs.

2023 Update Summary

Updates to the goals, objectives and policies address:

- ⇒ Simplification and clarification of policy language for ease of reader.
- ⇒ Removal of policies that are no longer applicable or are duplicative.
- ⇒ New policy to direct the City to develop a comprehensive parks and recreation master plan.
- ⇒ New policies utilizing proximity/accessibility level of service rather than traditional facilities level of service, which is intended to be implemented once the parks and recreation master plan is complete.
- ⇒ New policies directing the city to seek funding for active transportation network, identifying environmentally sensitive lands, ADA accessibility to parks and recreation facilities, and the consideration of intergenerational facilities.

Goals, Objectives, and Policies

ROS 1: ENSURE THE DEVELOPMENT, PROVISION, PROTECTION, AND MAINTENANCE OF A COORDINATED, EFFICIENT AND ACCESSIBLE SYSTEM OF PUBLIC AND PRIVATE PARKS AND FACILITIES WHICH MEET THE NEEDS OF CURRENT AND FUTURE RESIDENTS AND VISITORS.

ROS 1.1: Sustain existing public parks and recreation lands and facilities.

ROS 1.1.1: Publicly owned land designated as Recreation/Open Space on the Future Land Use Map shall be protected and conserved.

ROS 1.1.2: Maintain all existing dedicated public parklands. The sale, lease or donation of parkland for any purpose other than recreation shall require approval through referendum.

ROS 1.1.3: The City shall not vacate any rights of way and/or easements that provide shoreline access or vistas.

ROS 1.1.4: Maintain the North Anclote Nature Park in accordance with the North Anclote River Park Management Plan.

ROS 1.1.5: Work with Pinellas County School Board to maintain existing leases and to develop dual use facilities.

ROS 1.1.6: Evaluate the effects of micromobility (scooters, e-bikes, e-skateboards, etc.) and the potential impacts on parks facilities in the parks and recreation master plan.

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. This effort shall consider public input gathered during the 2022 Comprehensive Plan update, summarized in “Local Trends” section of data and analysis. Upon adoption, the master plan policies will supersede the levels of services standards in Policies 1.2.2, 1.2.3, and 1.2.4.

ROS 1.2.2: Provide additional facilities to meet the following Level of Service standards:

Access Level of Service Standards	
Facility Type	Access Level of Service Standard
Mini-Park or Neighborhood Park	1/2 or 1/4 mile or less from existing residential development
Community Park	3 miles or less from existing residential development

The city may include private recreation facilities, regional and community parks in the calculations for level of service standards.

ROS 1.2.3: Maintain the following Level of Service Standard for recreation facilities:

Facilities Level of Service Standards	
Facility Type	Level of Service Standard
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600 Persons
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons
General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons

ROS 1.2.4: Maintain the following Level of Service Standards for recreation park land acreage needs:

Facilities Level of Service Standards	
Recreation Site	Level of Service
Mini-Park	0.8 Acres / 1,000 Persons
Neighborhood Park	1.0 Acre / 1,000 Persons
Community Park	1.5 Acre / 1,000 Persons

ROS 1.2.5: Locate future facilities to meet level of service standards adopted herein.

ROS 1.2.6: Update the Parks and Recreation Service impact fee to reflect amended Level of Service and needs analysis from the parks and recreation master plan.

ROS 1.2.7: Establish requirements in the land development code for new residential subdivisions to provide for recreation and open space.

ROS 1.2.8: Evaluate and consider building a public aquatic facility as a part of the parks and recreation master plan.

ROS 1.2.9: Seek grant and other funding sources to establish and expand the city's parks and recreation facilities and amenities.

ROS 1.3: Increase recreational opportunities for bicyclists, skaters and pedestrians by enhancing and expanding the trail and sidewalk network within the city.

ROS 1.3.1: Coordinate with Forward Pinellas in the design and construction of extensions and modifications to the Pinellas Trail to form a multimodal network.

ROS 1.3.2: Seek grant and other funding sources to establish and expand the active transportation network within the City.

ROS 1.4: Promote asset-based economic development through eco-tourism and cultural tourism.

ROS 1.4.1: Advocate programs, policies and partnerships between City and commercial recreation providers that assist in promoting economic development through eco-tourism.

ROS 1.4.2: Incorporate asset-based cultural heritage connections into parks in support of the City's Strategic Plan as part of the parks and recreation master plan.

ROS 1.5: Preserve environmentally sensitive lands and lands that support threatened or endangered species for passive recreation.

ROS 1.5.1: As part of the parks and recreation master plan process, evaluate and identify environmentally sensitive and scenic areas to preserve passive recreational uses. This effort shall be coordinated with land acquisition and conservation/preservation policies in the Coastal Management and Conservation Elements and consider outcomes from the city parks and recreation master plan.

ROS 1.5.2: Evaluate the development of an environmental lands protection list and opportunities for conservation easements.

ROS 1.5.3: Update the Land Development Code to require conservation easements, or an appropriate Future Land Use Map amendment, as a condition of approval during development review processes to protect environmental lands in perpetuity.

ROS 1.6: Improve equitable accessibility to parks and recreation facilities for all.

ROS 1.6.1: Provide access for disabled persons at all public parks and recreational facilities in accordance with the Florida Building Code and the Federal Americans with Disabilities Act of 1990, and as amended.

ROS 1.6.2: Consider inclusive and intergenerational recreation spaces and opportunities in the development of the park and recreation master plan.



Goals, Objectives, and Policies

CIE 1: ESTABLISH A WELL-ORGANIZED AND APPROPRIATE PLAN TO PROVIDE NEEDED PUBLIC FACILITIES TO ALL RESIDENTS WITHIN THE CITY'S JURISDICTION IN A MANNER WHICH PROTECTS PUBLIC AND PRIVATE INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE AND VALUE OF EXISTING FACILITIES AND ENSURES THAT EXISTING AND NEW FACILITIES ARE PREDICATED ON A BASIS OF SOUND FISCAL POLICY.

CIE 1.1: Provide capital improvements necessary to correct existing deficiencies, to accommodate future growth and to replace obsolete or worn-out facilities.

CIE 1.1.1: Include within the Capital Improvements Element (CIE) a schedule of projects required to accommodate projected growth covering a minimum 5-year period. Capital improvements are defined for purposes of the CIE as physical assets, constructed or purchased, that have a minimum useful life of ten (10) years and a minimum total cost of \$50,000. The 5-Year schedule of projects is included in the City's Annual Budget, updated annually, and hereby incorporated by reference.

CIE 1.1.1: The Capital Improvements schedule will identify funded and unfunded needs to accommodate growth for the minimum 5-year period. Capital improvements projects identified as deficiencies will be prioritized in the 5-year schedule.

CIE 1.1.3: The annual review of the capital improvements schedule shall include the following considerations:

- a) Update of actual and projected new development,
- b) Update of remaining capacity of public facilities,
- c) Update of cost, revenue, and timing of facilities along with necessary adjustments based on ability to meet the 5-year schedule,
- d) Update on elimination of deficiencies and meeting the needs of future development,
- e) Effective maintenance of level of service standards,
- f) Coordination with the plans of state and regional agencies, and private providers of public facilities within the City's jurisdiction, and,
- g) Effectiveness of impact fee and proportionate share funding administration.

CIE 1.1.4: Adopt a Capital Improvements Program (CIP) with the annual City budget which will:

- a) Identify improvements that are scheduled in the succeeding 5-year period according to capital needs in the areas of water, sewer, solid waste, drainage, roads, libraries, parks and recreation, public buildings and facilities (including hurricane shelter facilities), law enforcement, fire protection, emergency services and other capital needs,
- b) Ensure that level of service standards are maintained,
- c) Show the need and funding source for each funded capital project for the 5-year period and program funding levels sufficient to implement required projects including analysis, planning and other implementation support activities, and,
- d) Provide the basis for the City's annual capital budget that identifies the funding needs for implementation of the first year (budget year) of the adopted 5-year CIP and schedule.

CIE 1.1.5: As part of adoption of the annual budget and the 5-Year CIP, provide a rationale for any additions, deletions or revisions to projects prioritization that differs from the previous fiscal year's CIP.

CIE 1.1.6: Selection of projects included in the CIP shall be prioritized as follows:

- a) The project is needed to protect public health and safety, or to fulfill the City's legal commitment to provide facilities and services including for development orders,
- b) The project preserves or achieves full use of existing assets, thus maintaining or achieving adopted levels of service,
- c) The project corrects an existing level of service deficiency,
- d) The project significantly reduces the cost of providing a new or existing service,
- e) The project corrects service level deficiencies resulting from new growth: first, to provide full service to existing developed areas or infill development, and, second, to provide directed infrastructure to projected growth areas,
- f) The project results in an increase in level of service or represents a new service.

CIE 1.1.7: Selection of projects for inclusion in the CIP shall:

- a) Be evaluated for consistency with, and implementation requirements of, this Plan,
- b) Be evaluated for consistency with restrictions on public infrastructure expansion in the Coastal High Hazard Area described in the Coastal Management Element of this Plan,
- c) Be evaluated for consistency with the facilities plans of state, regional and private facilities providers operating in the City.

CIE 1.2: Adequate facilities must be assured in order to support future development and redevelopment at adopted levels of service for each facility mandated by this Plan.

CIE 1.2.1: Maintain an adequate facilities ordinance and a concurrency management system to ensure that adequate facility capacity is available or will be available to serve development. For purposes of public facility planning the City shall use adopted Level of Service (LOS) standards set forth in the Future Land Use Element, the Transportation Element, the Utilities Element, the Recreation and Open Space Element, the Lifelong Learning Element and the Coastal Management Element of this Plan in reviewing impacts of growth on public facilities that are mandated by the Plan.

CIE 1.2.2: The City shall use the development approval process to ensure strict coordination of, and compliance with, the level of service standards through the adequate facilities ordinance ensuring adequate facilities are in place or funded to serve development, and, through the concurrency management system ensuring that, at the time development impacts are realized, adequate facilities are in place for those facilities so-designated: potable water, sanitary sewer, solid waste, and drainage.

CIE 1.2.3: Evaluate the potential impact on public facilities for proposed amendments to this Plan including:

- a) Whether the proposal would generate public facility demands that will be met, or exceeded, by capacity increases planned and set out in the 5-year schedule of capital improvements,
- b) Whether the proposal would exacerbate any existing or future public facility capacity deficiencies,
- c) Whether the proposal would alter or otherwise diminish the level of service below the adopted levels of service,
- d) Whether the proposal would adversely affect plans and programs of state agencies, water management districts, Pinellas County, or Pasco County, especially with respect to changes in levels of service or capital needs.

CIE 1.2.4: Continue to coordinate with Pinellas County Schools through the school interlocal agreement as updated from time to time and hereby adopted by reference, to monitor the amount, type, and distribution of population growth and school enrollment and to comply with the terms of the agreement to ensure maintenance of sufficient public school capacity to support the anticipated students from new residential developments consistent with the adopted level of service for public schools.

CIE 1.3: Identify and manage available or projected fiscal resources to ensure the timely provision of needed capital improvements for existing development, committed and active development orders, and, anticipated future growth.

CIE 1.3.1: Consider a variety of financing mechanisms for capital improvements including, but not limited to grants, impact fees, Penny for Pinellas allocation, special taxing districts or surtaxes as allowable by Pinellas County, tax increment financing, funding agreements, proportionate share funding, federal aid, state aid, general obligation bonds, revenue bonds, service changes and the general fund.

CIE 1.3.2: Maintain an impact fee ordinance to set forth procedures and standards that enable new development to meet its proportionate share of capital facilities costs for roads, parks, schools, public buildings and facilities (including hurricane shelter facilities), libraries, fire protection, emergency medical services, and law enforcement. Review impact fee levels periodically for needed updates.

CIE 1.3.3: Impact fees shall be used to cover costs for new or expanded public infrastructure facilities including, but not limited to, studies and surveys, planning and design, permitting, land costs, construction, materials and equipment. New development shall bear the cost of construction of any interim facilities and equipment and impact fee credits shall not be given for any interim infrastructure which is not utilized in the permanent system for the public facility.

CIE 1.3.4: Continue to utilize the City's share of the Pinellas County Transportation Impact Fee and all other impact fees collected from development projects as a dedicated funding source for new capital growth related to public and capital facilities in order to maintain level of service standards.

IC 1.1.4: Consider participation in collaborative multi-jurisdictional and multi-agency committees and initiatives addressing a wide variety of common issues such as housing/homelessness, future sea level rise, and other emerging topics.

IC 1.1.5: Identify and utilize, where appropriate and advantageous for the City, joint planning area mechanisms providing for annexation, facilities services, joint infrastructure projects, and other needs.

IC 1.1.6: Consider the use of the Voluntary Dispute Resolution Process as administered by the Tampa Bay Regional Planning Council to resolve disputes with other local governments, regional agencies and private interests that cannot be resolved through direct intergovernmental coordination.

IC 1.2: Coordinate with local, regional, state and federal agencies and with private utilities providers to facilitate improved cooperation, collaboration and communication towards implementation of the Comprehensive Plan.

IC 1.2.1: Forward all proposed large scale Future Land Use Map amendments north of the Anclote River to Pasco County in advance of the adoption hearing.

IC 1.2.2: Coordinate water supply planning with the Southwest Florida Water Management District's Regional Water Supply Plan.

IC 1.2.3: Coordinate with the St. Petersburg College Tarpon Springs Campus on workforce training, transit connections, collocation of facilities and other possible mutually beneficial initiatives.

IC 1.2.4: Coordinate Comprehensive Plan amendments with Forward Pinellas through established Countywide Plan review processes to ensure that consistency with the Countywide Plan is maintained.

IC 1.2.5: Coordinate the City's future transportation network with the Forward Pinellas Metropolitan Planning Organization's most recently adopted Long Range Transportation Plan.

IC 1.2.6: Work with the Pinellas County Emergency Management Department, the Tampa Bay Regional Planning Council and the State of Florida in the coordination and furthering of local emergency management plans and dissemination of information.

IC 1.2.7: Primarily through participation in the Forward Pinellas Metropolitan Planning Organization's Technical Coordinating Committee, coordinate City transportation planning with the Forward Pinellas Long-Range Transportation Plan, the Comprehensive Plans of Pinellas County and other relevant local governments, the Pinellas Suncoast Transit Authority, and, the Florida Department of Transportation's (FDOT's) Florida Transportation Plan and most recent FDOT District 7 Work Plan.

IC 1.2.8: Coordinate with public and private utility and service providers to improve service delivery that implements the City's adequate facilities and concurrency requirements and obligations.

IC 1.2.9: Ensure that public and private utility and service providers are coordinated with when planning City projects, and, ensure that utilities needs and future plans are considered in comprehensive planning and development review.

IC 1.2.10: Coordinate the management of the Anclote River Harbor with public entities having jurisdiction, including continued provision for maintenance dredging and disposal of dredge spoil.

IC 1.2.11: Continue to coordinate and participate in multi-jurisdictional and multi-agency efforts towards ecosystem management of the Anclote River, bayous, Lake Tarpon, and Gulf of Mexico through such programs as watershed management plans, the Florida Aquatic Preserve program, basin management action plans and similar programs.

IC 1.2.12: Implement the provisions of the Public Schools Interlocal Agreement, as updated from time to time and hereby adopted by reference, in coordination with Pinellas County Schools and the other local governments that are signatories to the Agreement In order to address:

- a) Availability of school facilities concurrent with new residential development.
- b) Coordination of Lifelong Learning Element updates, as needed.
- c) Identification of opportunities for mutually beneficial collocation of community recreational and other facilities.
- d) Other existing and emerging issues.





Recreation/Open Space

HISTORY

The city began to grow rapidly after 1905 with the growth of the sponging industry and two concurrent real estate booms. It was also at this time that Tarpon Springs created several parks and recreation facilities, many of which still exist. For recreation, most people wanted to be at the beach, so sunbathing, fishing and other similar activities became popular with tourists that “wintered” in the area.

In the 1920’s Sisler Field (currently a ballfield/park of the same name) was built to serve as the spring training facility for the St. Louis Browns. The original field has been added to the present-day facility, which now has four Little League ball fields. Around the same time the Tarpon Springs 18-Hole Golf Course (formerly the Marshall Alworth Golf Course) was built, making it one of the first in Florida.

Sunset Beach and causeway were constructed in 1926. The beach and building were utilized by residents for local dances, receptions and weddings until the pine building burned down in October 1963. In 1994, park renovations were completed to include new picnic shelters, restrooms, fishing platform, a refurbished parking lot, tree plantings, and an informational kiosk about the history and environment of the 8.6-acre park. Sunset Beach continues to be a cherished asset to the Tarpon Springs community.

Many recreation facilities were built as a result of the 1933 New Deal that created the Works Progress Administration, putting to work many unemployed people. Some of the projects included a children’s playground at Rotary Park (this facility still exists) and improvements to Craig Park (formerly known as Coburn Park) as well as, for the first time, sanitary outdoor toilets for these facilities.

Some of the recreation activities that became popular in the 1930s included golf tournaments and football games, as well as, various community events held in the various park facilities.

Another facility, built with city funds and donations, was the Tourist Club at Craig Park. The Memorial Stadium was built with funds raised by local service clubs and later turned over to the Pinellas County School Board and used for the Tarpon Springs High School football team, the “Spongers”.

Some other early recreation facilities include the present Yacht Club, which was formed in 1949, and the Sunset Point recreation pier. The A. L. Anderson and Fred Howard County Parks are named after former mayors of Tarpon Springs.

TRENDS IN RECREATION

Approximately 120 years have passed since the first Tarponites and visitors to the area participated in recreation activities and in this time the need for facilities has mirrored the population growth of the area.

Regional Trends

According to the 2019 Statewide Comprehensive Outdoor Recreation Plan (SCORP), the resource-based activities (those depending on water and land natural resources) with the highest participation rates in the Central West Florida Area are saltwater beach activities, visits to archaeological and historic sites, wildlife viewing, picnicking, bicycle riding on paved routes, and hiking. The most popular user-oriented activities (generally sports) include fitness walking and jogging and swimming in outdoor pools. Only 10 out of 27 level of service (LOS) standards reviewed for the Central West Florida area in the SCORP exceed the statewide medians.



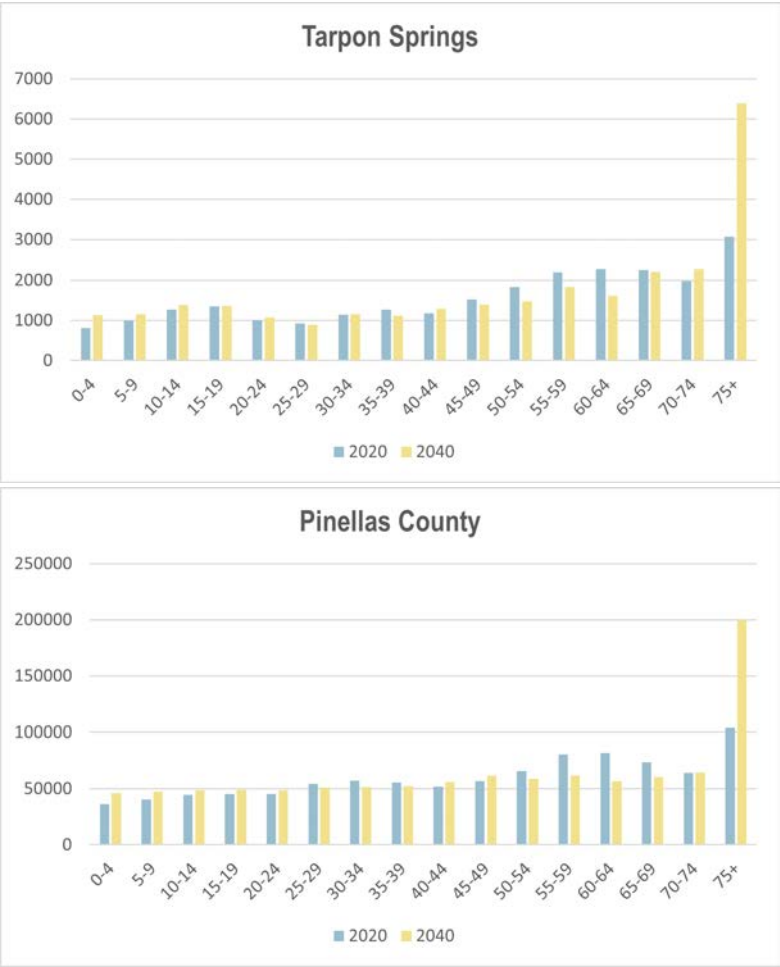
Local Trends

Figure 32 shows age distribution estimates for permanent residents in the city and county between 2020 and 2040. The anticipated increase in the population over 75 years of age for both jurisdictions over the next couple of decades is most notable. Additionally, relative to the County, Tarpon Springs has a slight dip in population for permanent residents in their 20’s and early 30’s.

The following local parks and recreation preferences summarized here are derived from the community engagement for the 2023 Comprehensive Plan update. These items include those highest ranked by the advisory boards and steering committee.

- Improving habitat, quality of parks, conservation, and open space lands were top priorities from the general public and advisory boards/update steering committee for parks, recreation, and open space. Improving access and new conservation lands were also priorities for the boards/steering committee and residents, and the general public.
- Regarding conservation and natural resource priorities, acquiring new environmentally sensitive lands (habitat, wetlands, etc.) for conservation was a priority for both the general public and advisory boards/update steering committee. Maintaining and enhancing tree canopy was also important for the advisory boards and steering committee.
- Regarding facilities, when asked for the top five most needed parks and recreation facilities in the city, general public survey respondents indicated inclusive playgrounds, swimming facilities, and pickleball as the top three, followed by skateboarding, basketball, soccer, and baseball/softball facilities which all received a similar number of responses. The amenities ranked by the general public as top five in terms of need were restrooms and water fountains, trails, kayak/paddleboard launches, community gardens/orchards, benches, and fishing piers (the last two items received a similar number of responses). Pickleball facilities were also highest ranked by the steering committee.

FIGURE 32: City & County Age Distribution for Permanent Residents



Parks can also meet other community capital improvement priorities, such as flood risk reduction, stormwater management, ecosystem restoration, natural systems and resources, sustainability/resiliency improvements, historic and cultural resource preservation, and economic development.

EXISTING INVENTORY

An important process in planning for recreation and open space facilities involves inventorying the existing facilities. The tables that follow provide an inventory of each category of facility inventoried for this plan. The tables of most concern to this plan are the first two, which depict the City owned parks and open space facilities and the recreational buildings and facilities.

City Owned

The existing City recreation and open space facilities have been inventoried. **Table 28** lists the parks and open space facilities and **Table 29** shows recreational buildings and facilities. Locations of parks and recreation facilities are depicted on **Figure 33**.

TABLE 28: City Owned Parks & Recreation

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
1	Chesapeake Park	0.25	Mini-Park	Royal Dr. & Chesapeake Dr.	Undeveloped, no facilities.
2	Cops & Kids Youth Center Playground	0.5	Mini-Park	555 E. Harrison St.	1 Bicycle Rack; 1 Equipped Play Area; Mini-Gym w/Basketball Half-Court
3	Craig Park	6.8	Neighborhood Park	102 S. Springs Blvd.	1 Equipped Play Area; 10 Picnic Tables; 1 Recreation Bldg.; $\frac{1}{3}$ Mile Scenic Walkway; 1 Saltwater Boat Ramp w/1 Lane; 6 Shuffleboard Courts; 2 Lighted Tennis Courts; Restrooms; 1 Floating Dock, 1 Bandshell
4	Ed Dorsett Park	4.5	Neighborhood Park	500 E. Harrison St.	2 Full-Court Basketball; 2 Bicycle Racks; 1 Equipped Play Area; 8 Picnic Tables; 1 Lighted Softball Field; 1 Lighted Tennis Court; 1 Practice Athletic Field; Concession Stand w/ Kitchen Facilities; Restrooms; Cooking Grills
5	Highland Nature Park	6.95	Neighborhood Park	530 Highland Ave.	1 Bicycle Rack; 1 Equipped Play Area; $\frac{1}{2}$ Mile Nature Trail; 1 Pedestrian Pier; 3 Picnic Tables; Restrooms; 325 Ft. of Scenic Boardwalk to Lake
6	Legion Park	0.8	Scenic Open Space	North of Ashland Ave.	Undeveloped Wetland Area
7	North Anclote River Nature Park	77	Community Park	55 Old Dixie Highway	2 Equipped Play Areas; 3 Bicycle Racks; Nature Walk Trails; 2 Restroom Areas; 1 Fishing Pier; Observation Deck; Pinellas Co. Bike Trail; 1 Canoe Landing Area; 15 Picnic Tables; Parking Facilities; ADA Accessible
8	Oak Leak Village Playground	1.05	Mini-Park	Vermont Ave.	1 Equipped Play Area; 5 Picnic Tables
9	Richard Ervin Park	0.86	Mini-Park	1700 Richard Ervin Pkwy.	4 Picnic Tables; 2 Shelters; (Boat Ramp Currently Closed Indefinitely)
10	Riverside Park	4.9	Neighborhood Park	833 Riverside Dr.	1 Equipped Play Area; 1 Football/ Soccer Lighted Field; 2 Picnic Tables; 4 Lighted Tennis Courts; Restrooms; Concession

*Facilities shared with City through leases

Source: Information from Various City Departments, Pinellas County GIS (Acreage estimated using Pinellas County GIS aerial data)

TABLE 28: City Owned Parks & Recreation

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
11	Rotary Park	2.88	Community Park	400 S. Banana St.	1 Lighted Softball Field; Restroom; 1 Basketball Court
12	Sisler Field	7.5	Community Park	711 Meres Blvd.	4 Lighted Little League Baseball Fields; 2 Concession Areas; Batting Cages; Restrooms; 1 Equipped Play Area
13	Sunset Beach Park	11.3	Neighborhood Park	1800 Gulf Rd.	2 Bicycle Racks; 320 Ft. Saltwater Beach Area; 9 Shelters; 23 Picnic Tables; 1 Beach Volleyball Court; Boat Ramp; Cooking Grills; 1 Equipped Play Area; Scenic-Overlooking Platform; 1 Equipped Play Area
14	Tarpon Springs Elementary*	2.6	Neighborhood Park	525 N. Disston Ave.	1 Basketball Court; 1 Equipped Play Area
15	Tarpon Springs High School*	9.85	Neighborhood Park	1411 Gulf Rd.	1 Lighted Baseball Field; 2 Basketball Courts; 1 Football/Soccer Field; 3 Tennis Courts; Open Play Field/Area
16	Tarpon Springs Middle School*	6	Neighborhood Park	500 Florida Ave.	2 Basketball Courts; 1 Bicycle Rack (compound); 1 Playground Field
17	Tarpon Springs Sports Complex/Discovery Playground	22.7	Community Park	150 Jasmine Ave.	3.5 Football/Soccer Fields; 2 Sets of Restrooms; 2 Concession Stands; Bleachers; Announcer's Booth; Discovery Playground; 2 Equipped Play Areas (1 for Tots, 1 for Older Children); 5 Picnic Tables
18	Tarpon Springs Dog Park/Splash Park	1.3	Dog Park	Live Oak	5 benches; Dog Water Fountain; Fire Hydrant; Dog Waste Bag Stations; Separate Fenced Areas for Large and Small Dogs. / Splash Pad, 1 Equipped Play Area; 1 Covered Pavilion; 1 Stage Area; 7 Picnic Tables; 8 Benches; 2 Cooking Grills; Restroom; Parking Lot; Kayak Launch
19	Exercise Park/ Pickleball Courts	2.68	Neighborhood Park	Safford Ave.	1 Bench; Exercise Equipment; 2-4 Pickleball Courts (Under Development)
20	Lake Tarpon Dock	100 ft.	Fish/Lake Viewing Dock	Lake Tarpon Ave.	Lake Fishing/Viewing Pier; Pedestrian Pier
21	Trentwood Playground	0.195	Mini-Park	1104 Windsor Hill Way	1 Equipped Play Area; Picnic Table
22	Gulf Beach Park	1.54	Scenic Open Space	West End of Gulf Beach Blvd.	Scenic Gulf Waterfront Area
23	Phillips Road Water Access	0.25	Future Boat Launch	Phillips Rd. & Riverside Dr.	Vacated ROW w/Anclote River (shallow water) Access
	TOTAL	172.405 Acres +100 Feet			

*Facilities shared with City through leases

Source: Information from Various City Departments, Pinellas County GIS (Acreage estimated using Pinellas County GIS aerial data)

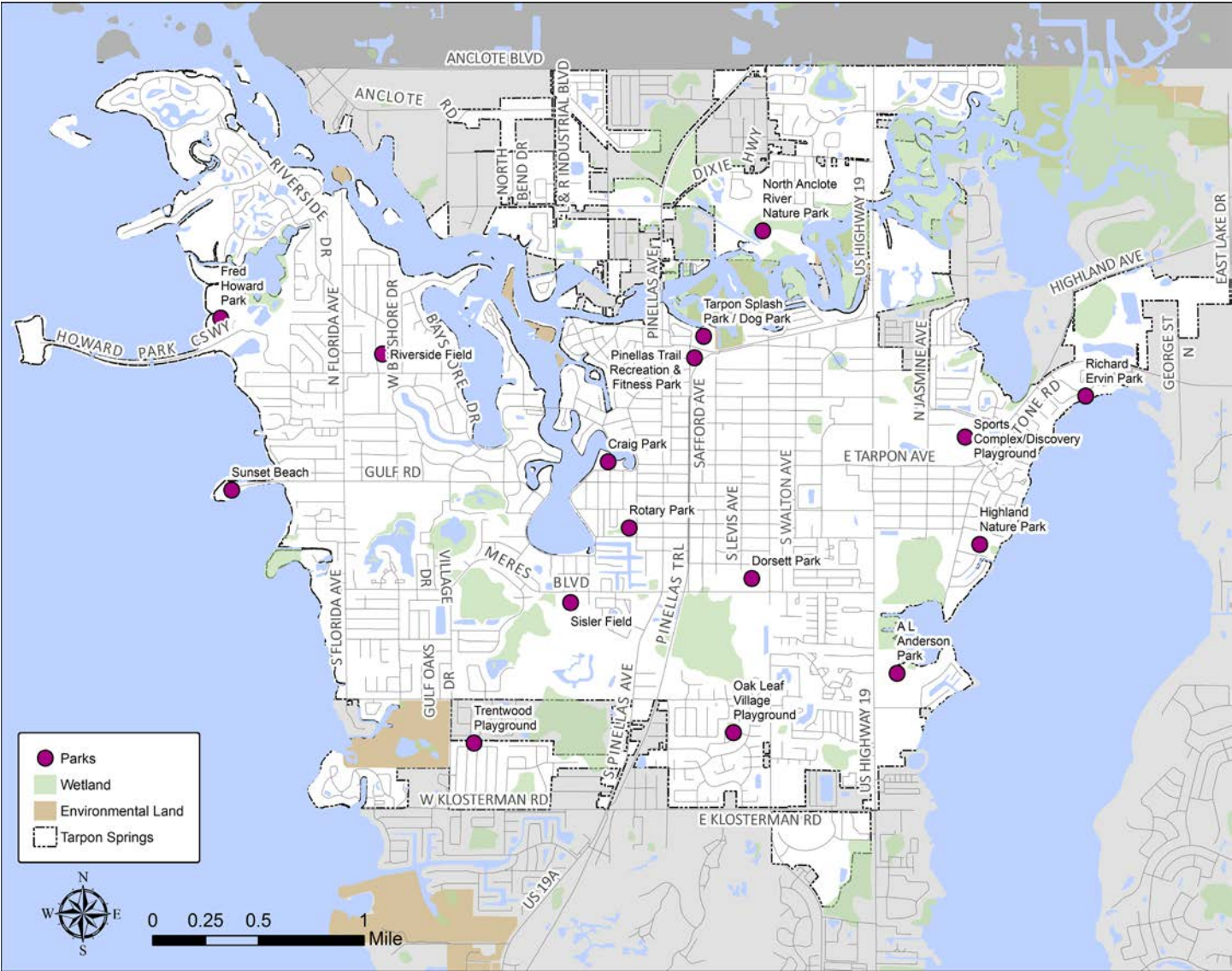
TABLE 29: City Owned Recreational Buildings & Facilities

	FACILITY	ACRES	CLASSIFICATION	LOCATION	AMENITIES
2	Cops & Kids Youth Center	0.17	Special Purpose/ Mini-Park	555 E. Harrison St.	1/2 Basketball Court; Kitchen; Conference Room; Equipped Play Area; Bicycle Rack; Restrooms
3	Craig Park	6.8	Special Purpose	5 Craig Park Dr.	Recreational center; Bandshell; Restrooms
24	Tarpon Springs Marina	0.9	Special Purpose	100 Dodecanese Blvd.	19 Sponge Boats
25	Tarpon Springs Cultural Center	0.22	Special Purpose	101 S. Pinellas Ave.	Historical & Cultural Exhibit; Meeting Rooms; Auditorium; Restrooms
26	Tarpon Springs Golf Course	112.89	Special Purpose	1310 S. Pinellas Ave.	1 - 18-Hole Regulation Public Golf Course; Driving Range; Concessions; Clubhouse; Chipping & Putting Practice Areas; Restrooms
27	Tarpon Springs Library	0.55	Special Purpose	138 Lemon St.	Meeting Rooms; Educational Resources; Internet Access; Restrooms
28	Union Academy	1.06	Special Purpose	401 E. MLK Jr. Dr.	Citizens Alliance for Progress (CAP) Headquarters; Social & Educational Programs; After School Care; Meeting Rooms; Restrooms
29	Walton Ave Community Center	2.2	Special Purpose	400 S. Walton Ave.	Meeting Rooms; Hall Kitchen; Restrooms
30	Gymnasium at Community Center	0.25	Special Purpose	400 S. Walton Ave.	Gym (Basketball, Volleyball, Work-Out); Game Room; Weight Room; Built in 2001
TOTAL		125.04 ACRES			

Updated 12/31/2023



FIGURE 33: Parks & Recreation Facilities



Other Jurisdictions & Private Facilities

Tables 30 cover the facilities handled by other jurisdictions. Although not all inclusive, **Table 30** lists parks and open spaces owned and managed by other jurisdictions, such as the State of Florida, Pinellas County, Pasco County, as well as, the Pinellas County School Board. Locations of parks and recreation facilities are depicted on **Figure 33**.

When new development proposals are evaluated (such as apartments, planned developments, subdivisions, etc.), onsite recreation facilities may be required based upon existing deficiencies, location, and project size.

TABLE 30: Other Jurisdictions Parks & Open Space

FACILITY	ACRES	CLASSIFICATION	OWNED/MANAGED	LOCATION	AMENITIES
A.L. Anderson Park	128	Urban Regional Park	Pinellas County	Between Tarpon Lake & US 19 N. off Tookes Rd.	2 Equipped Play Areas; 500 ft. Freshwater Boardwalk/Catwalk; 1 Freshwater Boat Ramp w/6 Lanes; 500 ft. Nature Study/Walking Trail; 220 Picnic Tables; 9 Shelters
Anclote Key State Park & Aquatic Preserve	567	Regional Park	State of Florida	Off the Coast of Anclote/Holiday Areas. Accessible by Boat Only.	4 ³ / ₄ Miles Saltwater Beach Area; Primitive Campsite w/ Grills, Table, & Pit Toilets
Anclote River Park	29	Community Park	Pasco County	Pasco County	2 Historical/Archaeological Sites/Structures; 400 ft. Saltwater Beach Area; 1 Saltwater Boat Ramp w/4 Lanes; 2 Shelters
Fred Howard Park	155	Urban Regional Park	Pinellas County	1700 Sunset Dr.	1 Baseball/Softball Field; 2 Equipped Play Areas; 175 Picnic Tables; 750 ft. Saltwater Beach Area; 2,400 ft. of Saltwater Causeway; 9 Shelters
Lime Street Park	0.30	Mini-Park	Tarpon Springs Housing Authority	406 Lime St.	1 Equipped Play Area
Pinellas Trail	2.5 Miles	Special Purpose/ Linear Park	Pinellas County	N/A	3 Mile Recreation Trail for Bicycle/Walking/Skating (Asphalt Paved Old Railroad ROW)
Pinellas Trail Extension(s)	N/A	Special Purpose/ Linear Park	Pinellas County	N/A	Multiple Projects - “Elfers Spur”, etc. (Proposed Facility)
Sunset Hills Elementary	3.67	Neighborhood Park	Pinellas County School Board	1513 Gulf Rd.	1 Basketball Court; 1 Equipped Play Area
Tarpon Springs Elementary		Community Park	Pinellas County School Board	525 N. Disston Ave.	1 Basketball Court; 1 Equipped Play Area
Tarpon Springs High School		Community Park	Pinellas County School Board	1411 Gulf Rd.	2 Baseball/Softball Fields; 2 Basketball Courts; 1 Football/ Soccer Field; 1 Multipurpose Playing Field; 3 Tennis Courts
Tarpon Springs Middle School		Neighborhood Park	Pinellas County School Board	500 N. Florida Ave.	2 Basketball Courts; 1 Bicycle Rach (compound); 1 Softball Field; 1 Track

Source: Information obtained from various City of Tarpon Springs departmental reports/listings.

Water Access Inventory

An inventory of water access sites, is listed in **Table 31**. This inventory includes rights-of-way which are undeveloped and/or lacking functional access.

TABLE 31: Inventory of Water Access Sites

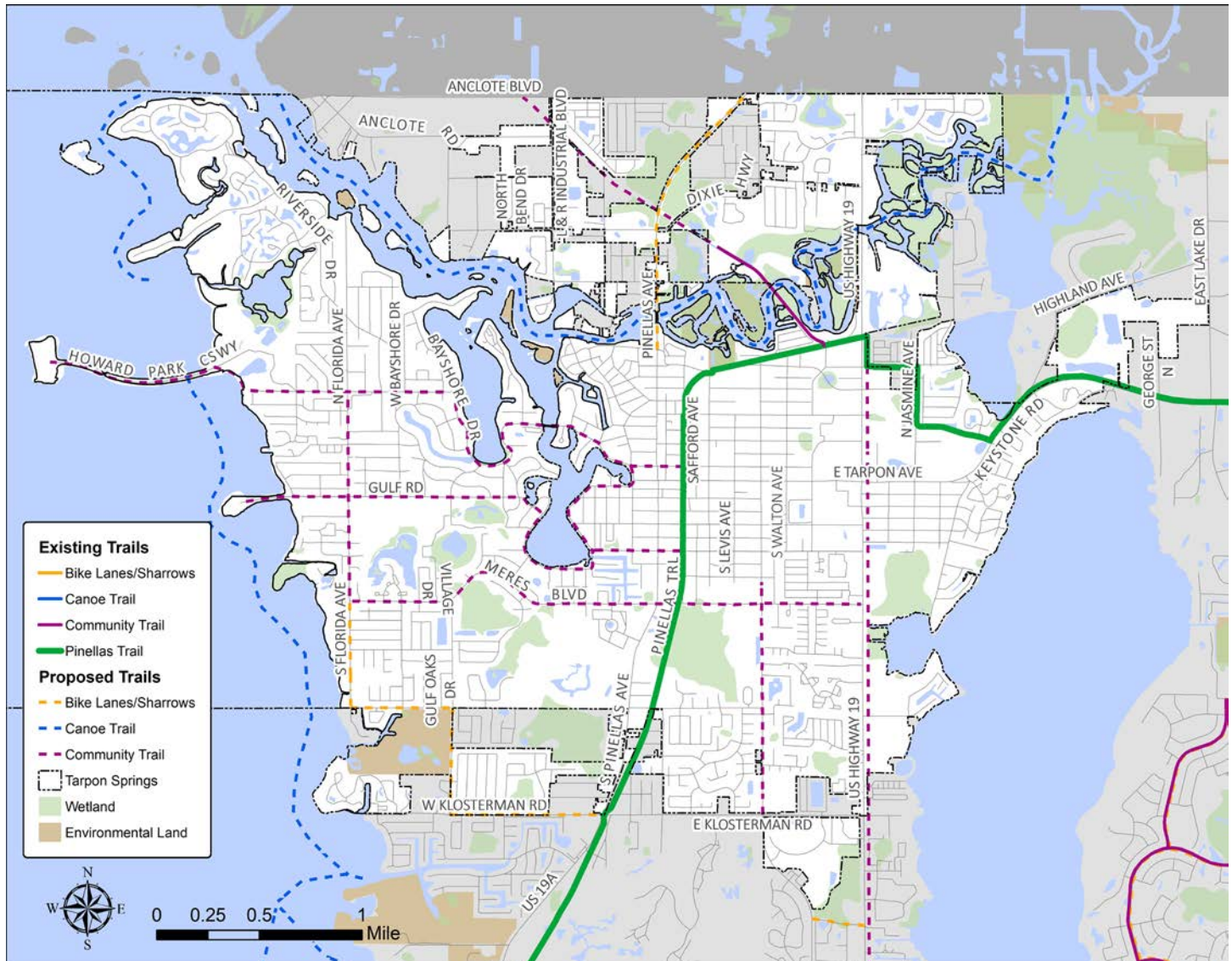
STREET NAME	DESCRIPTION	WATER BODY ACCESSED
Athens Street	30' of ROW	Sponge Docks
Beach Drive	60' of ROW	Gulf of Mexico
Beekman Lane	40' of ROW	Craig Park
Cleveland Place	35' of ROW	Inness Bayou
Coburn Drive	25' of ROW	Gulf of Mexico
Disston Avenue	60' of ROW	Anclote River
Dodecanese Boulevard	50' of ROW	Sponge Docks
Florida Avenue	63' of ROW	Anclote River
Grand Central Drive	45' of ROW	Gulf of Mexico
Grand View Drive	60' of ROW	Lake Tarpon
Gulf Beach Boulevard	50' of ROW	Gulf of Mexico
Gulf Road	33' of ROW	Contains a Paved City Street
Hibiscus Avenue	40' of ROW	Sponge Docks
Hope Street	50' of ROW	Sponge Docks, Waterfront Viewing
Imperial Drive	30' of ROW	Kreamer Bayou & Anclote River
Lagoon Road	60' of ROW	Lake Tarpon
Lake Boulevard	40' of ROW	Tarpon Bayou
Lake Tarpon Avenue	50' of ROW	Lake Tarpon
Lucille Drive	60' of ROW	Kreamer Bayou
Meyer Lane	16' of ROW/20' of ROW	Lake Tarpon
Phillips Road	60' of ROW	Anclote River
Riverview Drive	15' of ROW	Anclote River
Roosevelt Boulevard	50' of ROW	Sponge Docks
Safford Avenue	60' of ROW	Anclote River
Sunset Drive	40' of ROW	Gulf of Mexico
Tallahassee Drive	20' of ROW	Gulf of Mexico
TOTAL	26 Access Sites	



The Pinellas Trail

Besides making great use of an otherwise underutilized ribbon of land, the Pinellas Trail within the city provides a recreational, as well as, utilitarian way to get around town. Bicyclists, pedestrians, roller skaters, and rollerbladers and other micro-transit users utilize the trail. Schools, restaurants, retail shops, cultural centers as well as other amenities exist alongside the Trail and are accessible by this corridor. The location of this trail in Tarpon Springs and other major trails is shown in **Figure 34**.

FIGURE 34: Existing Trails & Bicycle/Pedestrian Routes



PARKS CLASSIFICATION & LEVEL OF SERVICE

Mini-parks/Equipped Play Areas/Tot Lots, Neighborhood Parks, and Community Parks provide three categories for parks classification suited to the localized nature of parks planning at the municipal level. These park types are defined below:

- **Mini-Park:** Small parks with limited activity that typically provide seating, landscaping, and potentially a playground, tot lot, community garden, or other passive recreation opportunity.
- **Neighborhood Park:** Area for more intense recreational activity relative to the mini-park. These parks are usually accessible on low-traffic streets that are easy to walk and bike.
- **Community Park:** This type of facility provides a variety of program and facility opportunities to all individuals and families in the service area. Some of the types of facilities provided at these parks are ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sports fields, and nature walks (trails). These parks are typically accessible from major streets.

Another aspect of each facility to consider when evaluating the Level of Service of park facilities is the service radius. Each type of facility is assigned a radius to which the facility provides service, as shown in **Table 32**:

TABLE 32: Parks Classifications

FACILITY TYPE	SERVICE RADIUS	ACREAGE RANGE	ACRES PER 1,000 IN POPULATION	POPULATION SERVED
Mini-Park	Under 1/2 Mile	1/4 - 2	0.8	500 - 2,500 people
Neighborhood Park	1/2 Mile	2 - 10	1.0	5,000 people
Community Park	3 miles	10+	1.5	12,500 people

Tables 33 and 34 provide the level of service standards for accessibility and facility type.

TABLE 33: Level of Service Standards - Accessibility

FACILITY TYPE	ACCESS LEVEL OF SERVICE STANDARD
Mini-Park or Neighborhood Park	1/2 Mile or Less from Existing Residential Development
Community Park	3 Miles or Less from Existing Residential Development

Note: The City may include regional parks in meeting community park level of service standards. The City may also include private recreation space in meeting level of service standards.

TABLE 34: Level of Service Standards - Recreational Facilities

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600 Persons
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons
General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons
Mini-Park	0.8 Acres / 1,000 Persons
Neighborhood Park	1.0 Acres / 1,000 Persons
Community Park	1.5 Acres / 1,000 Persons

Note: The City may include regional parks in meeting community park level of service standards. The City may also include private recreation space in meeting level of service standards.

As outlined in the Recreation/Open Space Element's policy ROS 1.2.1, upon adoption of a parks and recreation master plan the level of service standards outlined in **Tables 32, 33, and 34** will be superseded by the master plan policies.

LEVEL OF SERVICE NEEDS ANALYSIS

In proposing a remedy of an existing or future deficit the availability of potential sites, funding, community input and location of a proposed facility must be considered.

Tables 35 and 36 outline the acreage and facility future needs based on the current level of standards. Upon the adoption of a parks and recreation master plan, these needs will likely be altered.

TABLE 35: Recreational Site Acreage Needs

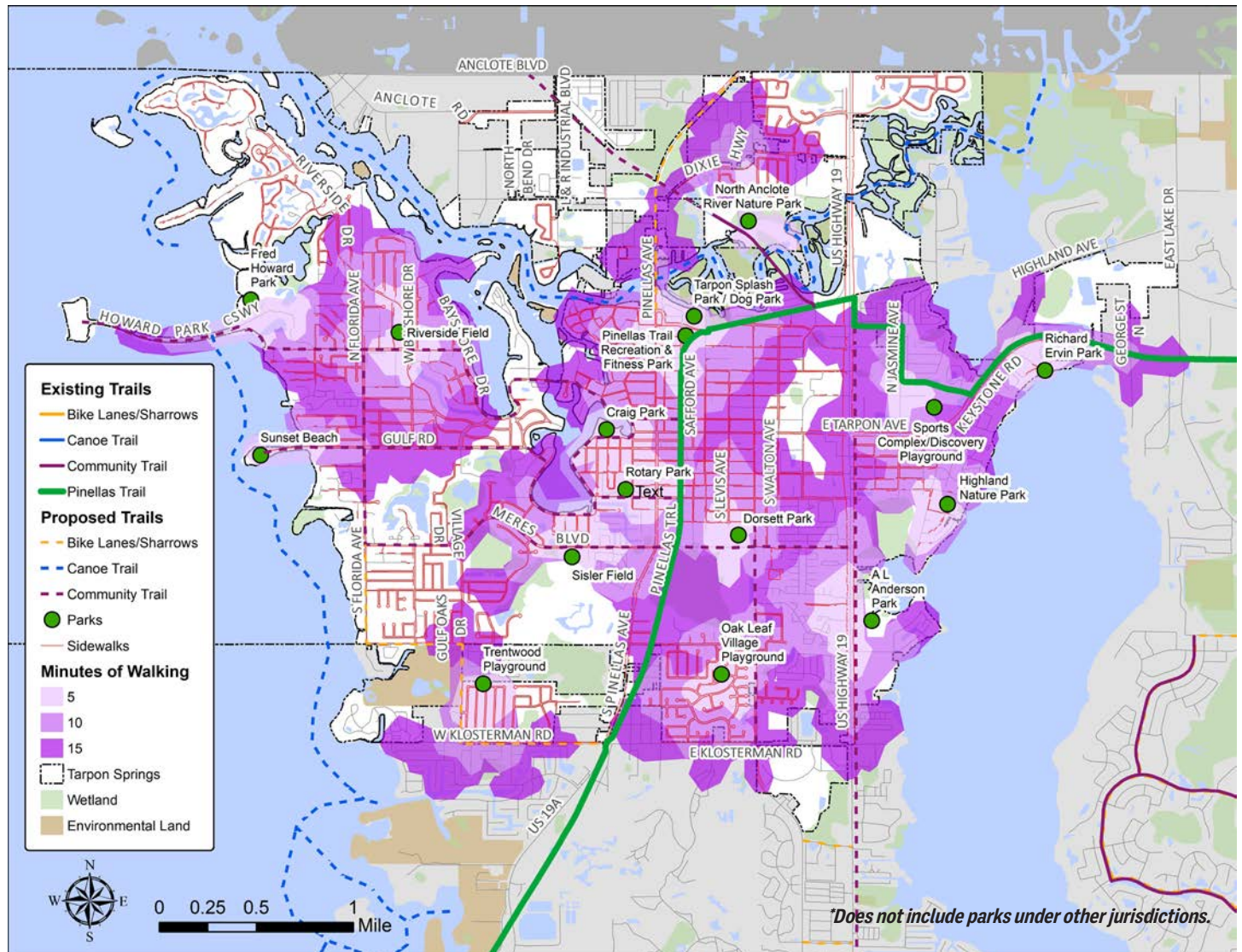
FACILITY	LOS STANDARD (ACRES/1,000 PERSONS)	CURRENT STATUS (ACRES)	DEFICITS (ACRES)			
			2010 23,484 POPULATION	2020 25,117 POPULATION	2030 27,150 PROJECTED POPULATION	2040 28,465 PROJECTED POPULATION
Mini-Park	0.8	7.8	-10.99	-12.29	-13.92	-14.97
Neighborhood Park	1.0	66.82	No Deficit	No Deficit	No Deficit	No Deficit
Community Park	1.5	94.46	No Deficit	No Deficit	No Deficit	No Deficit

TABLE 36: Recreational Facility Needs

FACILITY	LOS STANDARD	CURRENT STATUS	DEFICITS			
			2010 23,484 POPULATION	2020 25,117 POPULATION	2030 27,150 PROJECTED POPULATION	2040 28,465 PROJECTED POPULATION
Baseball	1 Diamond / 6,750 Persons	3 Fields	-0.48	-0.72	-1.02	-1.22
Basketball	1 Court / 2,600 Persons	9 Courts	-0.03	-0.66	-1.44	-1.95
Boat Launching	1 Boat Ramp / 6,750 Persons	2 Ramps	-1.48	-1.72	-2.02	-2.22
Football/Soccer	1 Field / 3,333 Persons	6 Fields	-1.05	-1.54	-2.15	-2.54
General Play	1 Equipped Play Area / 1,250 Persons	18 Equipped Play Areas	-0.79	-2.09	-3.72	-4.77
Little League Baseball	1 Field / 5,000 Persons	4 Fields	-0.70	-1.02	-1.43	-1.69
Nature Study	1 Mile of Trail / 10,000 Persons	2.13 Miles	-0.22	-0.38	-0.59	-0.72
Softball	1 Field / 10,000 Persons	1 Field	-1.35	-1.51	-1.72	-1.85
Tennis	1 Court / 2,000 Persons	10 Courts	-1.74	-2.56	-3.58	-4.23
Volleyball	1 Court / 6,000 Persons	1 Court	-2.91	-3.19	-3.53	-3.74

The access level of service standard assessment determines how much of existing residential areas are within the service area radius for the mini/neighborhood park and community parks, with routes and distance to calculate service area based on the transportation network. **Figure 35** indicates areas with and without adequate coverage.

FIGURE 35: Parks & Recreation Level of Service Accessibility



RECOMMENDATIONS

In order to have recreational facilities keep pace with growth within the city, the Level of Service is applied to the population to determine what facilities are needed to satisfy existing and future needs. This process has been performed for the short-term planning period as well as the long-term (through 2040).

The result of this forecasting of future needs is incorporated into the Goals, Objectives and Policies that will guide the direction that the City's Recreation and Open Space development will take.



Parks and Recreation Master Plan

The City shall develop a Parks and Recreation Master Plan to determine what new facilities the population will use and enjoy as well as determine what neighborhoods are relatively underserved by parks and recreation facilities. The current LOS framework shows some deficiencies, but that framework is outdated and should be reevaluated with the development of the Parks and Recreation Master Plan.



Bicycle Facilities

Since Tarpon Springs is fortunate enough to have a major bicycle trail, the Pinellas Trail, bisecting its limits, there exists an exceptional opportunity to further develop this network to serve the entire bicycling community. Policies are proposed to maximize trail advantages in serving the residents, visitors and business community.

These policies will facilitate the final design and construction of extensions to the Pinellas Trail to form a bikeway network; minimize traffic conflicts on the current trail facilities as well as on all future facilities; increase on-road bicycle lanes through retrofitting of existing roads with expanded shoulders where feasible; and encourage placement of bike racks, benches, rest facilities and lockers in appropriate locations throughout the City.



Location for Future Facilities

A general policy addresses the location of future facilities to be in areas that lack recreation opportunities. The city will also encourage provisions for effective private recreational facilities to be built within planned communities, subdivisions, condominiums and apartment complexes.



Anticipated New Facilities

The City is considering the opportunity to redevelop the existing landfill site (capped) into a major recreational facility.

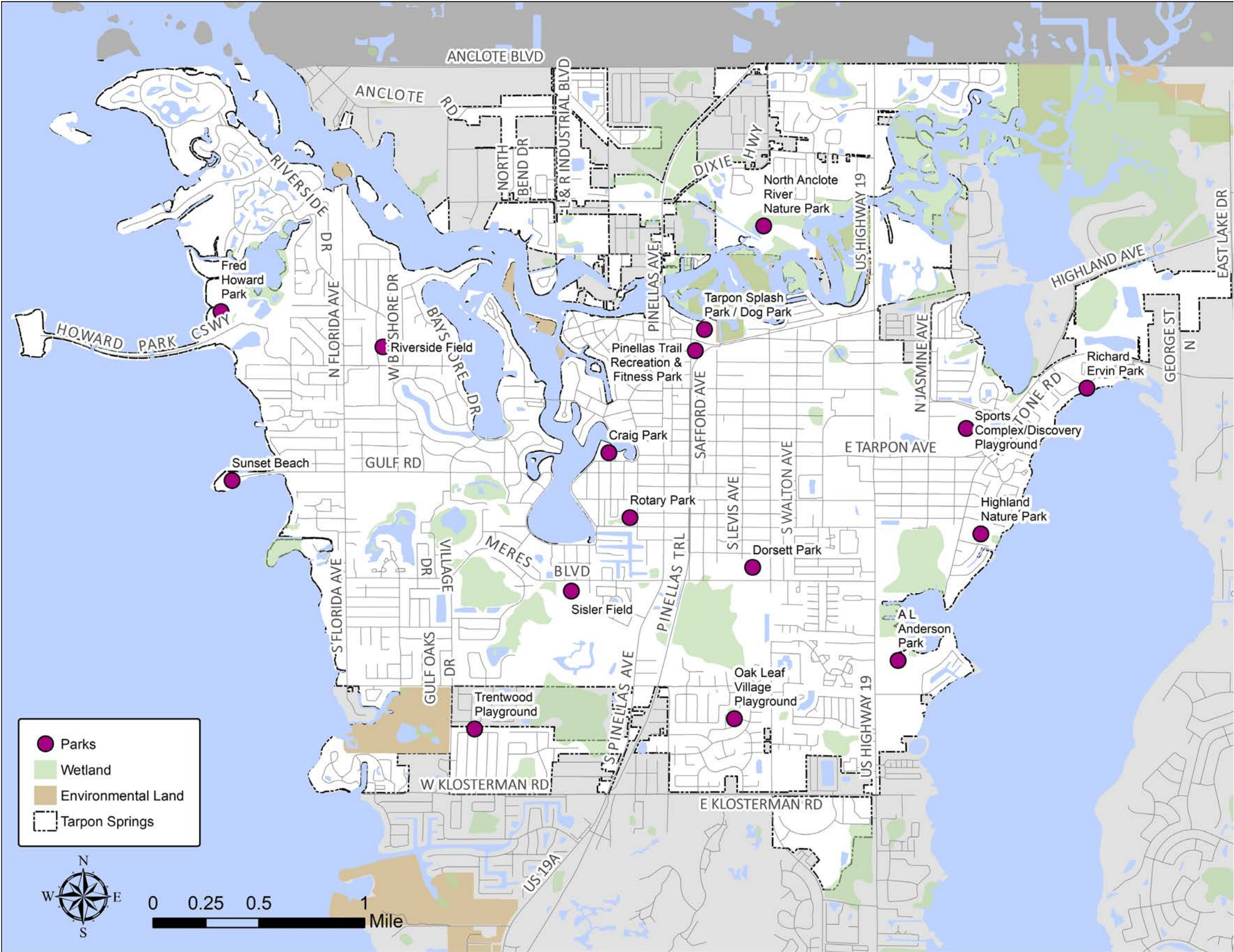


Economic Development

A major objective of the City is to promote economic development through cultural tourism by way of partnerships between commercial recreation providers and the City. Among the ways to achieve this are to develop programs, policies and partnerships between the City and commercial recreation providers.

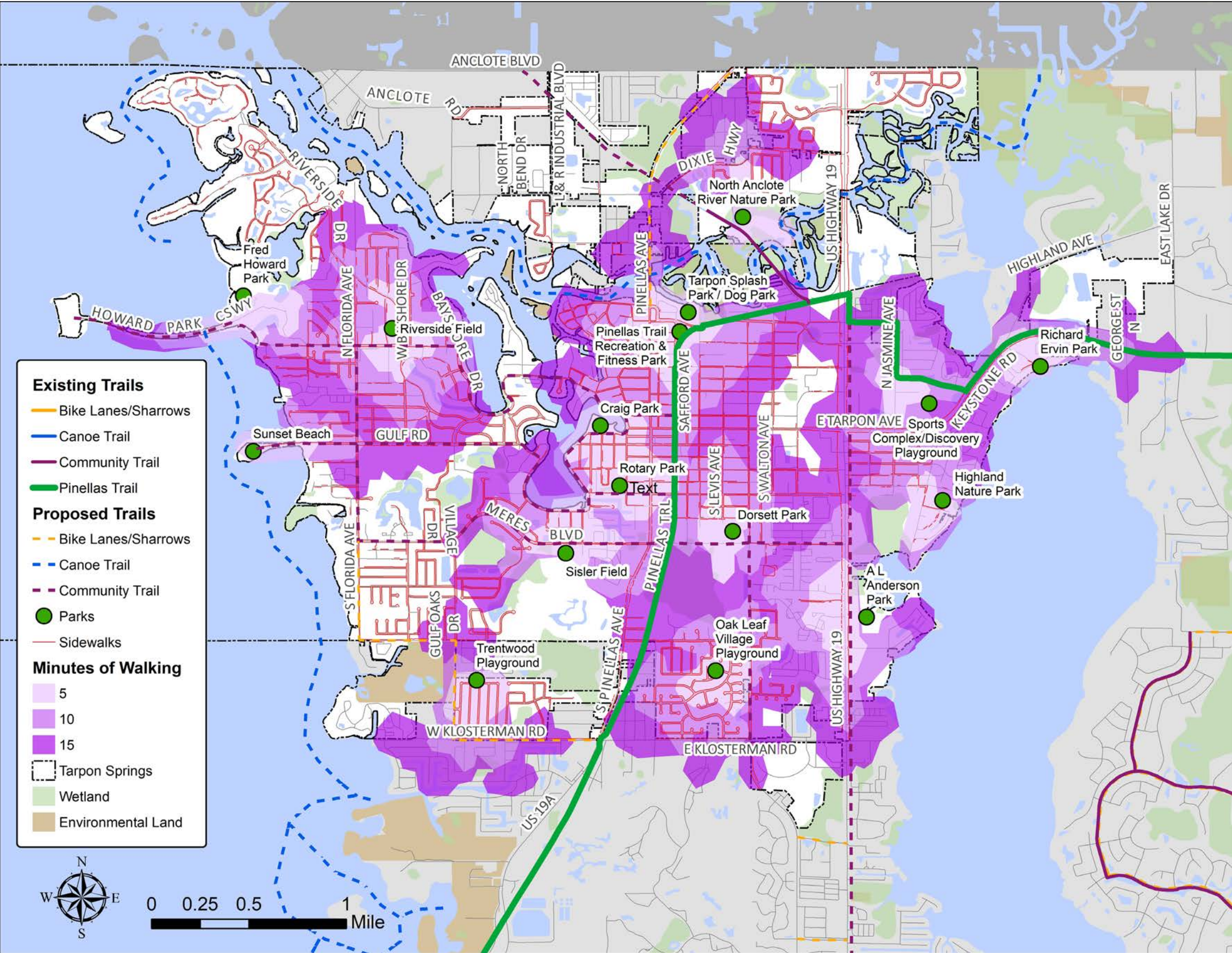


PARKS & RECREATION FACILITIES



Data & Analysis - Figure 33

PARKS & RECREATION LEVEL OF SERVICE ACCESSIBILITY



Data & Analysis - Figure 35

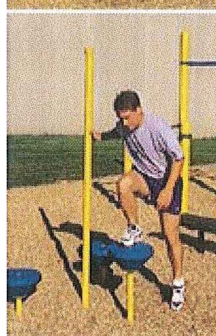
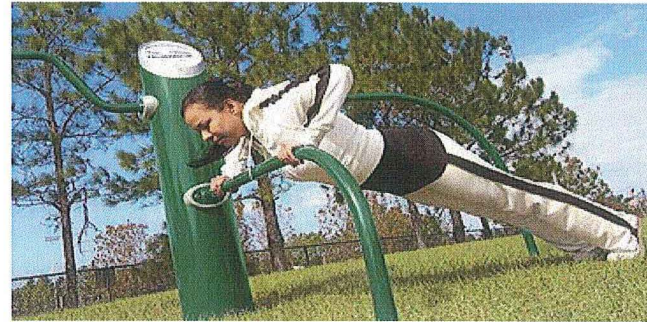
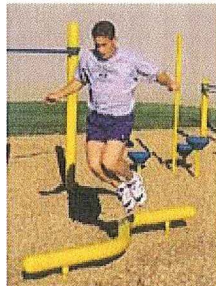
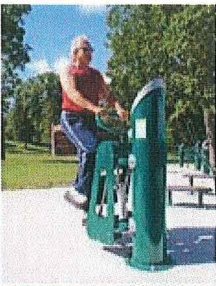
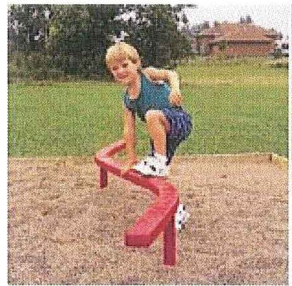


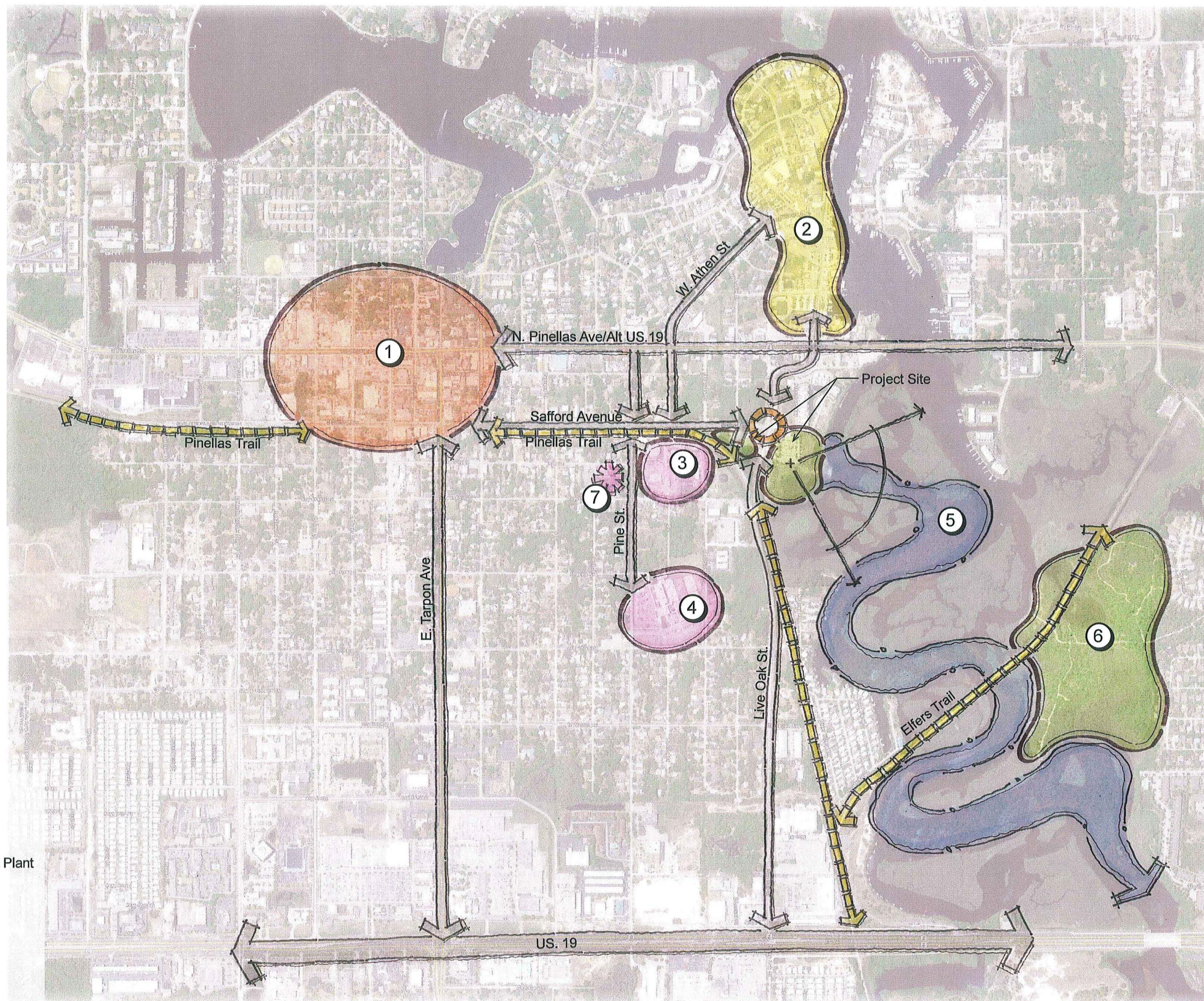
- Legend:
- ① Park Entry
 - ② Shelter
 - ③ Open Space
 - ④ Picnic
 - ⑤ Fitness Stations
 - ⑥ Fitness Lawn
 - ⑦ Kayak Drop-off/Picnic Area
 - ⑧ Kayak Launch
 - ⑨ Dog Park
 - ⑩ Stormwater Retention
 - ⑪ Waste Water Treatment Facility
 - ⑫ Effluent Water Treatment Facility
 - ⑬ Parking
 - ⑭ Expanded Parking
 - ⑮ Wetland
 - ⑯ Wetland Compensation

Concept Diagram

NORTH SAFFORD AVENUE PARK MASTER PLAN

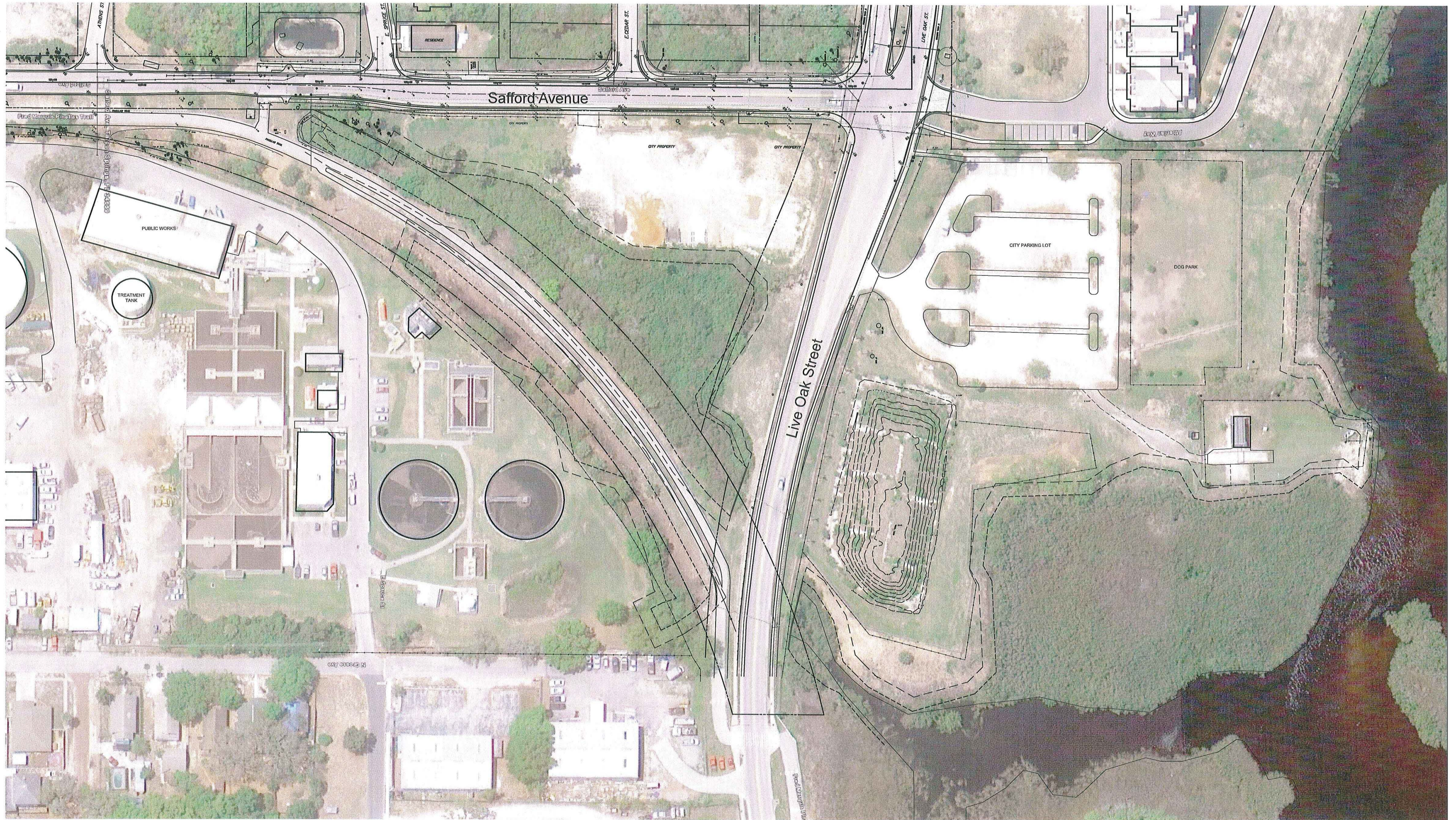
TARPON SPRINGS, FLORIDA





Legend:

- ① Downtown Business District
- ② Historic Tarpon Springs Sponge Docks
- ③ Tarpon Springs Waste Water Treatment Plant
- ④ Tarpon Springs Elementary School
- ⑤ Anclote River
- ⑥ North Anclote Nature Park
- ⑦ City Hall



NORTH SAFFORD AVENUE PARK MASTER PLAN

TARPON SPRINGS, FLORIDA



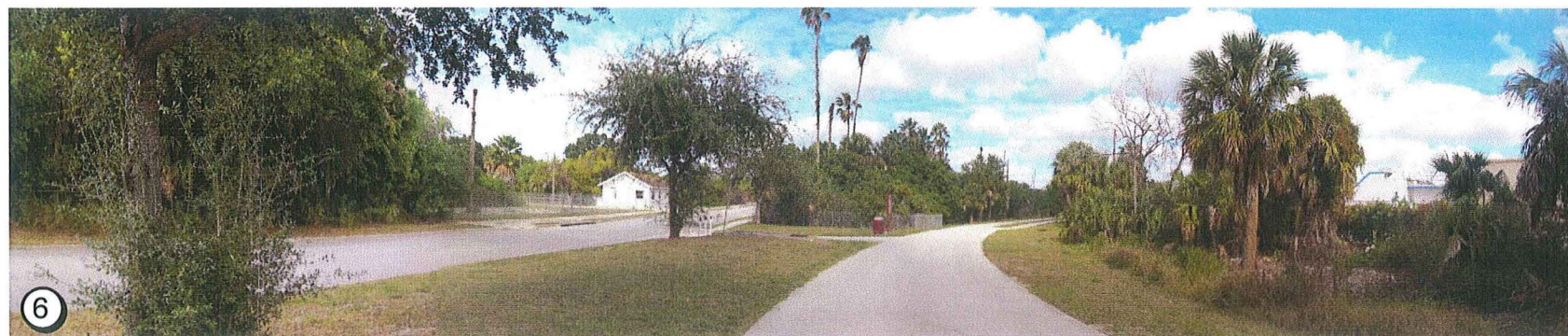
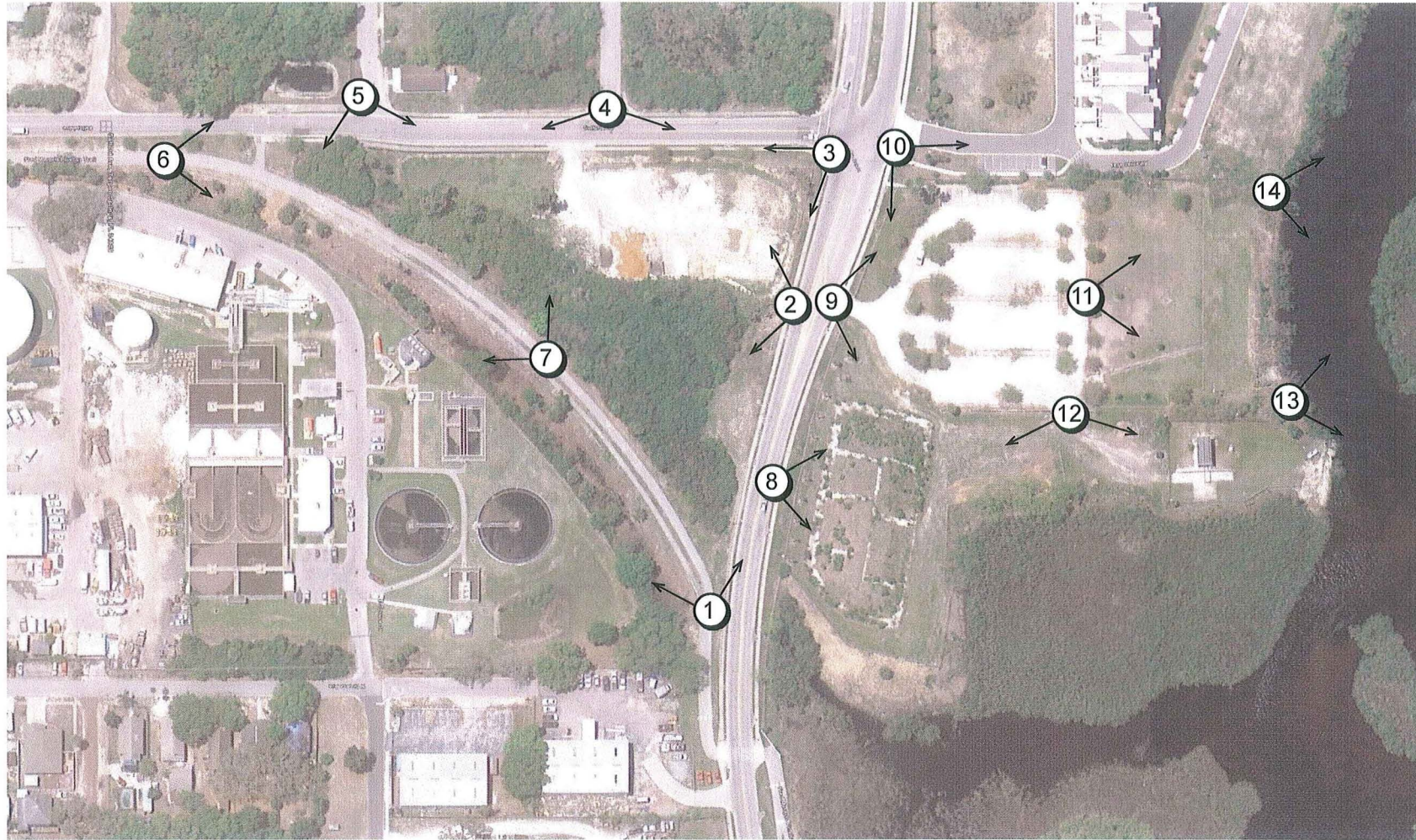
Legend:

- ① Public Works Storage Area
- ② Gravel Parking Lot
- ③ Dog Park
- ④ Dredge Spoil Pile
- ⑤ Pump House
- ⑥ Waste Water Treatment Plant
- ⑦ Wetland
- ⑧ Stormwater Pond
- ⑨ Pinellas Trail

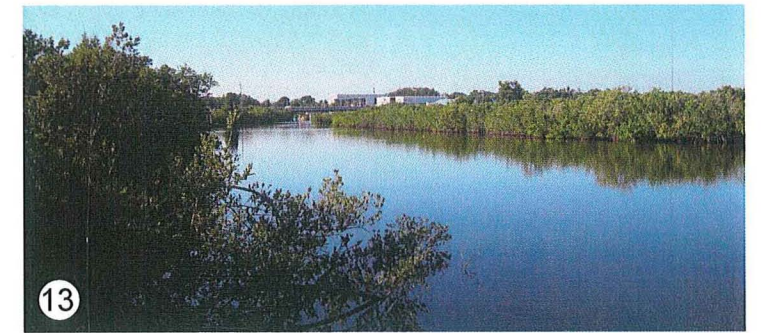
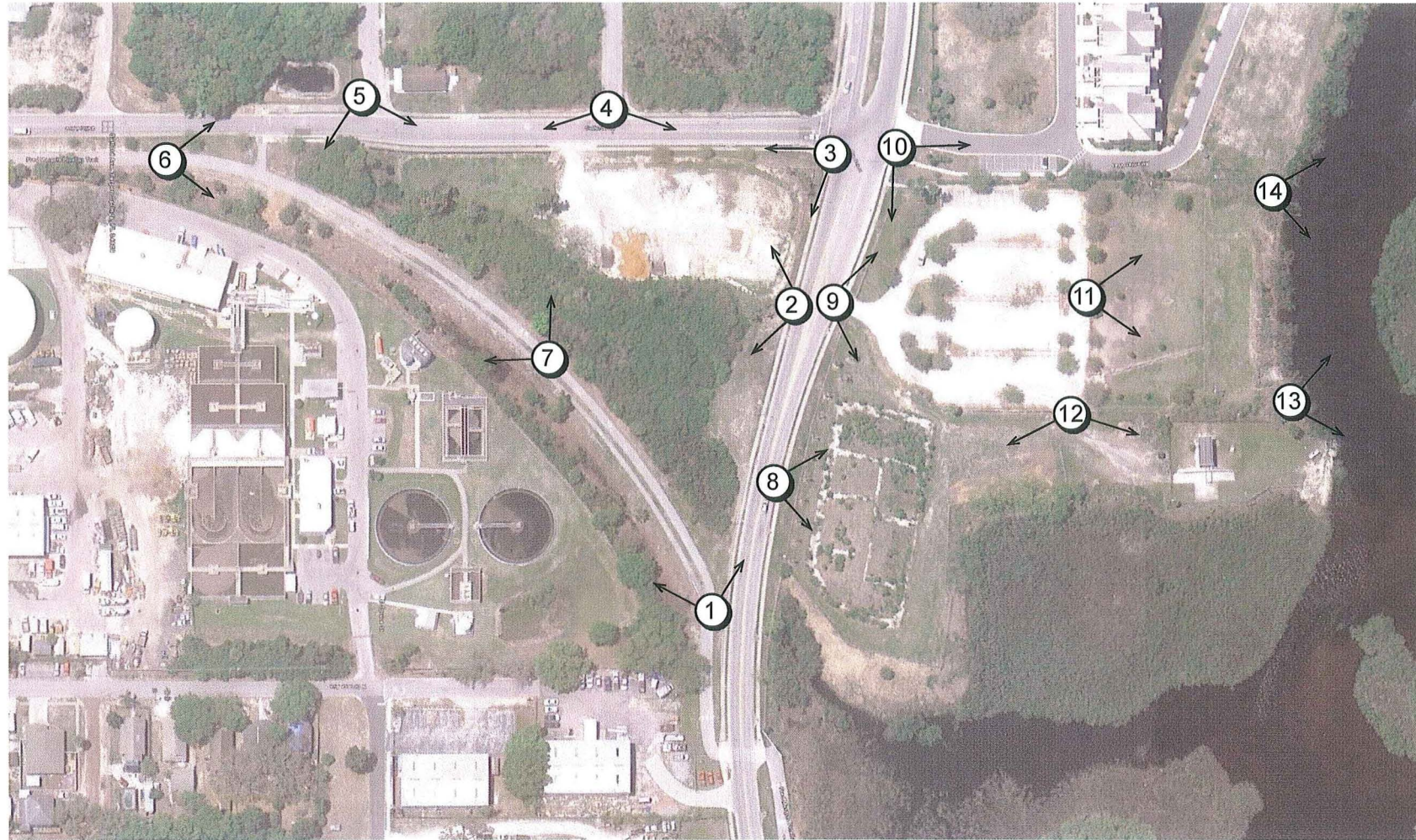
SITE ANALYSIS



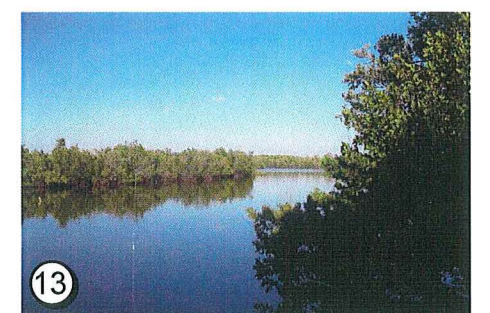
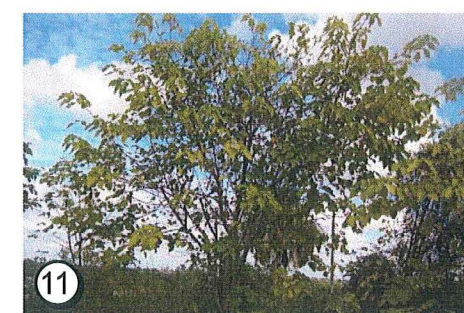
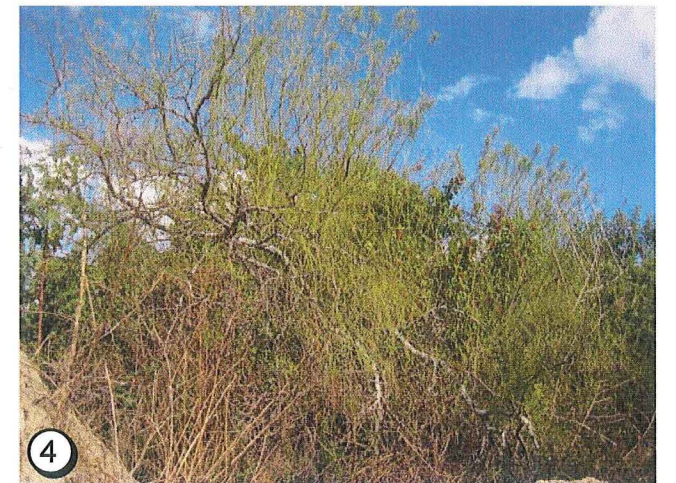
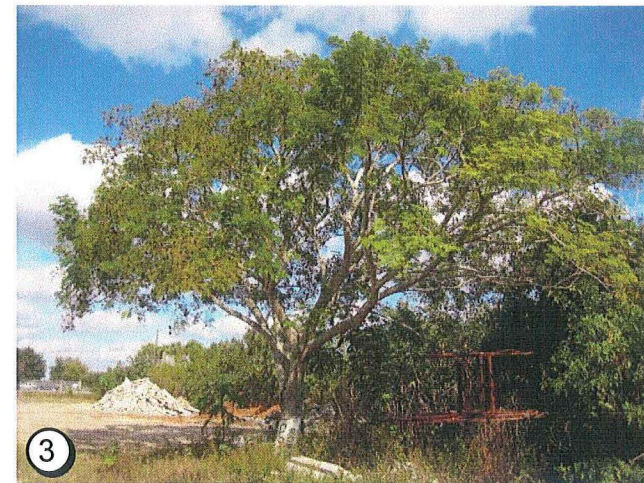
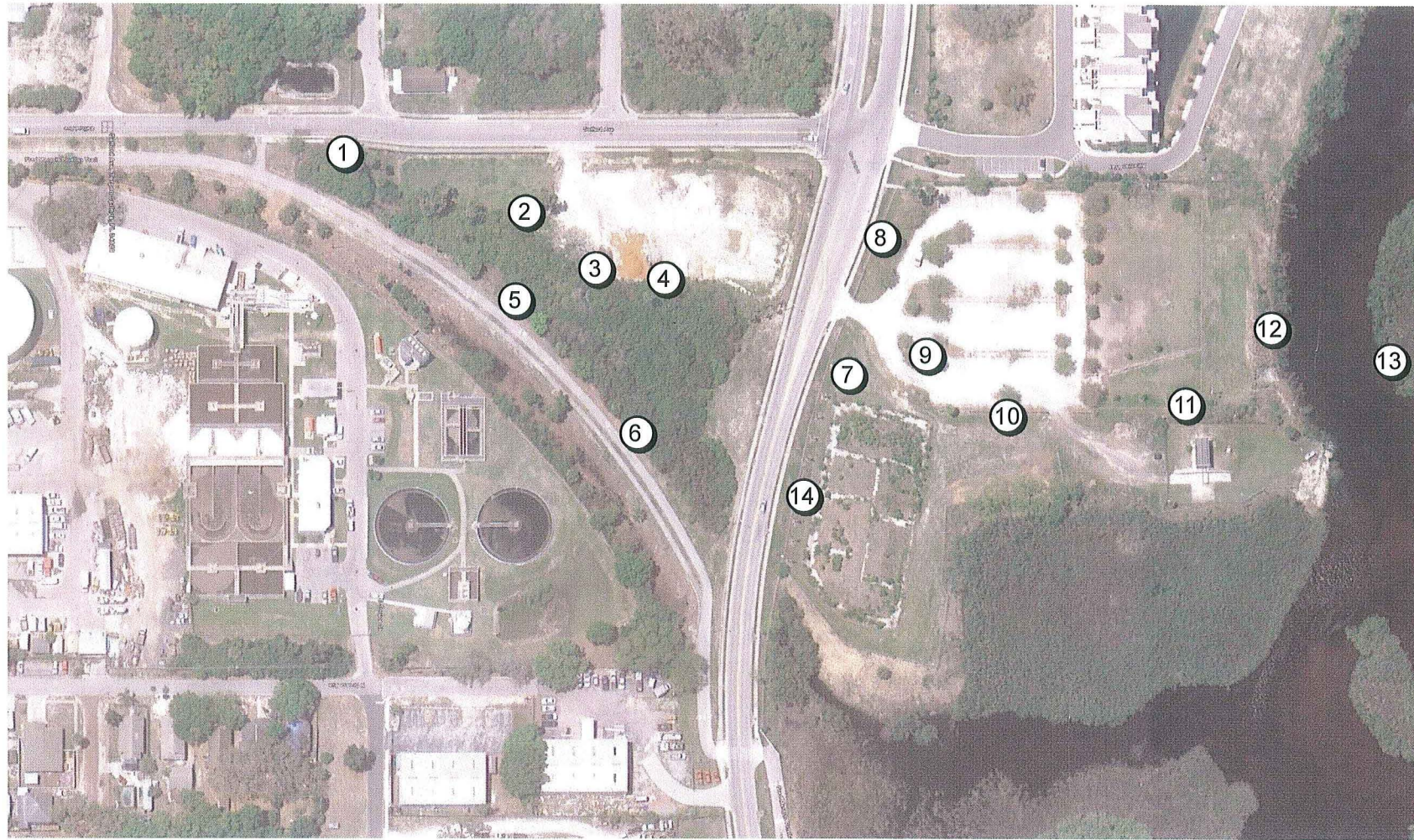
WATER DRAINAGE



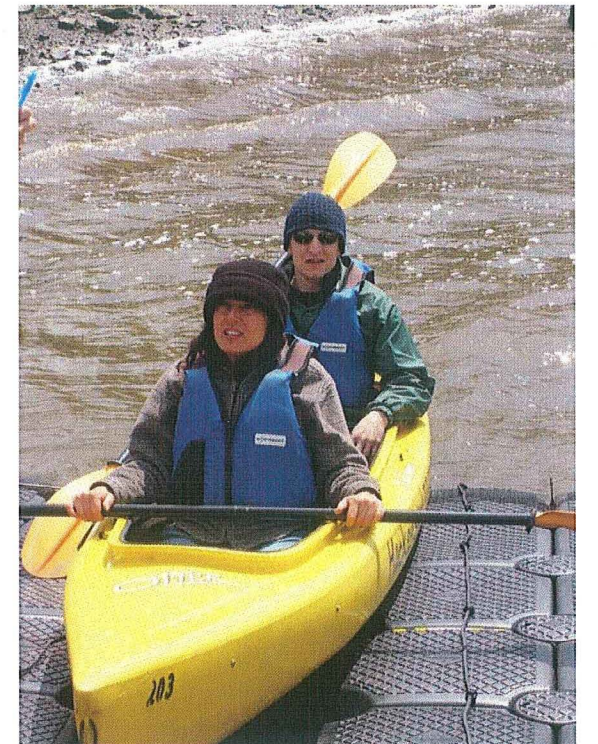
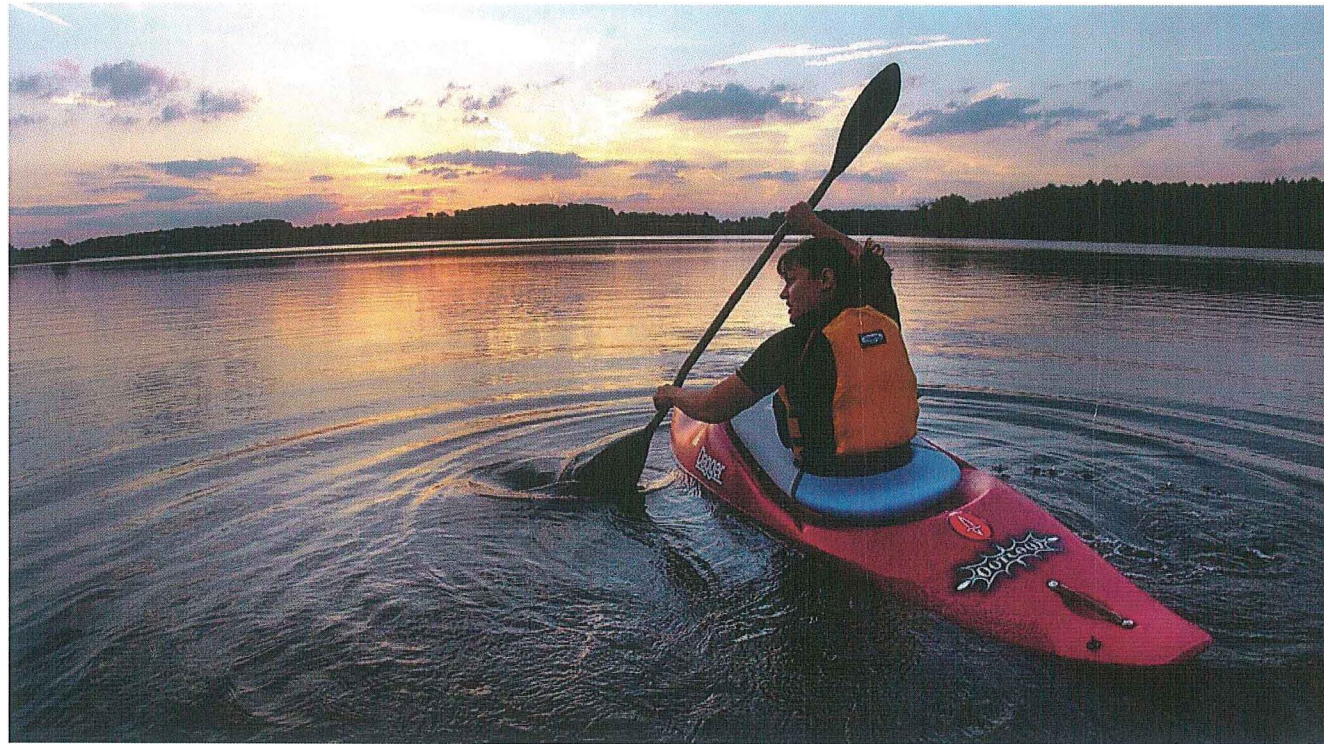
FITNESS PARK SITE PHOTOS



DOG PARK/KAYAK LAUNCH SITE PHOTOS



EXISTING VEGETATIONS



KAYAK LAUNCH EXAMPLE IMAGES



Legend:

- ① Park Entry
- ② Shelter
- ③ Open Space
- ④ Picnic
- ⑤ Fitness Stations
- ⑥ Fitness Lawn
- ⑦ Kayak Drop-off/Picnic Area
- ⑧ Kayak Launch
- ⑨ Dog Park
- ⑩ Stormwater Retention
- ⑪ Waste Water Treatment Facility
- ⑫ Effluent Water Treatment Facility
- ⑬ Parking
- ⑭ Expanded Parking
- ⑮ Wetland
- ⑯ Wetland Compensation

Concept Diagram 1



PLANNING DIAGRAM 'A'



PLANNING DIAGRAM 'B'



PLANNING DIAGRAM 'C'



Legend:

- ① Boardwalk connection to Pinellas Trail.
- ② Existing tidal wetland, remove invasive species.
- ③ Olive shaped community lawn for group exercise, yoga or Tai Chi classes.
- ④ Park entry with sign and community map.
- ⑤ 6 ft. wide concrete sidewalk.
- ⑥ 6 ft. wide mulch pathway.
- ⑦ Wave landform berms.
- ⑧ Pedestrian crosswalks in the shape of 'Olive leaves'.
- ⑨ Bicycle 'aid station' with water fountain, bicycle rack, and air.



DAVID CONNER
AND ASSOCIATES

Landscape Architecture | Urban | Environmental Design

NORTH SAFFORD AVENUE RECREATION CORRIDOR - SOUTH PARCEL

TARPON SPRINGS, FLORIDA



~~CITY OF TARPON SPRINGS, FLORIDA~~
~~RECREATION & OPEN SPACE ELEMENT~~
~~DATA & ANALYSIS TO SUPPORT~~
~~RECREATION & OPEN SPACE ELEMENT~~

City of Tarpon Springs

Prepared By

The City of Tarpon Springs
Planning & Zoning Division

RECREATION AND OPEN SPACE ELEMENT
CITY OF TARPON SPRINGS BOARD OF COMMISSIONERS

Beverley Billiris
Mayor

Robin Saenger
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Interim City Manager

CITY OF TARPON SPRINGS PLANNING AND ZONING DEPARTMENT

Renea Vincent, AICP
Planning and Zoning Director

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Principal Planner

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Urban Planner

Barbara A. Vernon
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THE CITY OF TARPON SPRINGS
COMPREHENSIVE PLAN
RECREATION AND OPEN SPACE ELEMENT

Effective Date:	March 2, 1999	Ordinance 98-20
Revision Date:	Aug 18, 2009	Ordinance 2008-32

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I. INTRODUCTION

The purpose of the Recreation & Open Space Element as set forth in Section 163.3177(6)(e), Florida Statutes (F.S.), is to plan for a comprehensive system of public and private recreation sites and facilities. Public and private recreation sites and facilities may include natural reserves, parks and playgrounds, parkways, beaches and public access to them, open spaces, waterways, and other recreation facilities. Although Section 163.3177, F.S., lists the Recreation & Open Space Element as a required element within comprehensive plans, the data and analysis requirements have been deleted from Chapter 9J-5, Florida Administrative Code.

A. History

Tarpon Springs was incorporated in 1887 and was at that time a seaside town with a lot of wild areas and a small, but burgeoning sponging industry. The city began to grow rapidly after 1905 with the rapid growth of the sponging industry and two concurrent real estate booms. It was also at this time that Tarpon Springs created several parks and recreation facilities, many of which still survive. For recreation, most people wanted to be at the beach, so sunbathing, fishing and other similar activities became popular with tourists that “wintered” in the area.

~~The City of Tarpon Springs, incorporated in 1887, started out as an idyllic seaside town with a mainstay industry of sponging and a lot of wilderness. After 1905 the sponging industry started to grow rapidly and two major real estate booms furthered the town’s growth. During this growth the town established various parks and recreation facilities many of which still exist.~~

~~Around the turn of the century the main recreational activities consisted of going to the beaches for sun and bathing, fishing, and winter resort activities attended by out of state visitors who “wintered” in Florida.~~

In the 1920’s Sisler Field (currently a ballfield/park of the same name) was built to serve as the spring training facility for the St. Louis Browns. The original field has been added to, to make the present day facility, which now has four ~~—4~~ Little League ball fields. Around the same time the Tarpon Springs 18-Hole Golf Course (formerly the Marshall Alworth Golf Course) was built, making it one of the first in Florida. ~~Many celebrity tournaments were held at this facility.~~

~~Some early water dependent recreation activities included the Annual Water Sports Carnival and Illuminated Fleet Parade. There were races in the water and a floating stage was set up on one of the bayous for performing plays.~~

Many recreation facilities were built as a result of the 1933 New Deal that created the Work Program Administration, putting to work many unemployed people. Some of the projects included a children’s playground at Rotary Park (this facility still exists) and improvements to Craig Park (formerly known as Coburn Park) as well as, for the first time, sanitary outdoor toilets for these facilities.

Some of the recreation activities that became popular in the 1930s included golf tournaments and football games as well as various community events held in the various park facilities.

Another facility, built with city funds and donations, was the Tourist Club at Craig Park. The Memorial Stadium was built with funds raised by local service clubs and later turned over to the Pinellas County School Board and used for the Tarpon Springs High School football team, the “Spongers”.

Some other early recreation facilities include the present Yacht Club, which was formed in 1949 and the Sunset Point recreation pier. The A. L. Anderson and Fred Howard County Parks are named after former mayors of Tarpon Springs.

B. Trends in Recreation

Approximately 140 120 years have passed since the first Tarponites and visitors to the area participated in recreation activities and in this time the need for facilities has mirrored the population growth of the area.

1. Regional Trends

According to 1992 2000 figures from the “Outdoor Recreation in Florida” (1994) (2000) publication, the most popular resource-based activities (those that depend on natural resources) for the Tampa Bay Area include saltwater beach activities, bicycle riding, saltwater fishing and boating, and picnicking, camping, and hiking. The most popular user-oriented activities (mostly sports) based on the surveys done were golf, basketball, shuffleboard and outdoor pool swimming.

Other figures derived from the same year’s statistics included the percentage of the Region’s total outdoor recreation demand that was generated from saltwater and freshwater resource-based recreation (36%), outdoor pool swimming (29.4%), and trail-related activities (17.2%).

Other figures for the Tampa Bay area derived from the 2000 report, show that additional resources and facilities are needed to meet the regional demand for hiking, pool swimming, bicycle riding, golfing and saltwater beach activities:

- 868.52 miles for bicycle riding
- 860.89 miles for hiking
- 12.78 miles for Saltwater beach activities.
- 2116.94 feet for Saltwater fishing.
- 60 courses for golfing.
- 312 pools for swimming pool use.

2. Local Trends

Many of the leisure activities in the city are dependent on the beach resources available to the citizens. Boating, sunbathing, and swimming are among these activities. Other popular activities are bicycling, roller-skating/blading, and walking. These observations mirror the results of the “Outdoor Recreation in Florida” handbook’s surveys of such activities throughout the state.

Other activities popular with Tarponites are baseball, softball, little league baseball, basketball, and various field games. Based on use statistics of the Recreation Department, there is an existing need for facilities to accommodate baseball & softball as well as basketball, which would indicate that these are some of the more popular ones.

Generalized data on the recreation activities preferred by Tarpon Springs citizens was generated through interviews with Recreation Department personnel, the Recreation Advisory Board and individual users. Data received from the Recreation Department tallying total number of participants in specific activities were also analyzed to come up with some general trends. This data showed that (Note: The figures of number of participants in sports activities is a combination of the actual participants in the respective sports and the spectators attending those events.) include this note either on the chart of information or elsewhere where appropriate.

As shown on the changing population demographics for Pinellas County in Tables RO 1A and 1B, Tarpon Springs residents are getting younger, therefore the need for more active recreation has risen. The Bureau of Economic and Business Research (BEBR) projects population increases of 1,527 persons through the year 2015 and 3,534 persons through the year 2030. Over the years more adults are seeking more active recreation and sport opportunities due to an increasing emphasis on health awareness. These data and recreation preferences signify that through the years 2015 and 2030 the deficits will only increase without a commitment from the City to increase the numbers of active and passive recreation facilities. In addition, the City may wish to evaluate and amend the LOS Standards for activities such as shuffleboard that have declined in popularity as the population continues to grow younger.

3. Population Trends

To some extent the population of Tarpon Springs itself has an influence on what the predominant recreational activities will be. Also, the prevailing health trends exert some influence, making people tend to get their exercise through various forms of recreation. That's why looking at the population distribution is helpful in determining current and future recreational needs.

In analyzing the Tarpon Springs decennial census data, shown in Table RO-1, by age for the years 1970, 1980 and 1990, it was found that the 0-5 age group has had a slight increase, the 5-13 and 14-18 age groups declined slightly, 19-34 and 35-54 age groups had slight increases and the 55+ category has held steady.

The data does not show any sharp decline or increase in any of the age groups, therefore the only conclusion to be drawn from this data is that there is most likely a need for a diversity of facilities to accommodate the needs of all ages of people.

Table RO-1
AGE DISTRIBUTION FOR TARPON SPRINGS
DECENNIAL CENSUSES

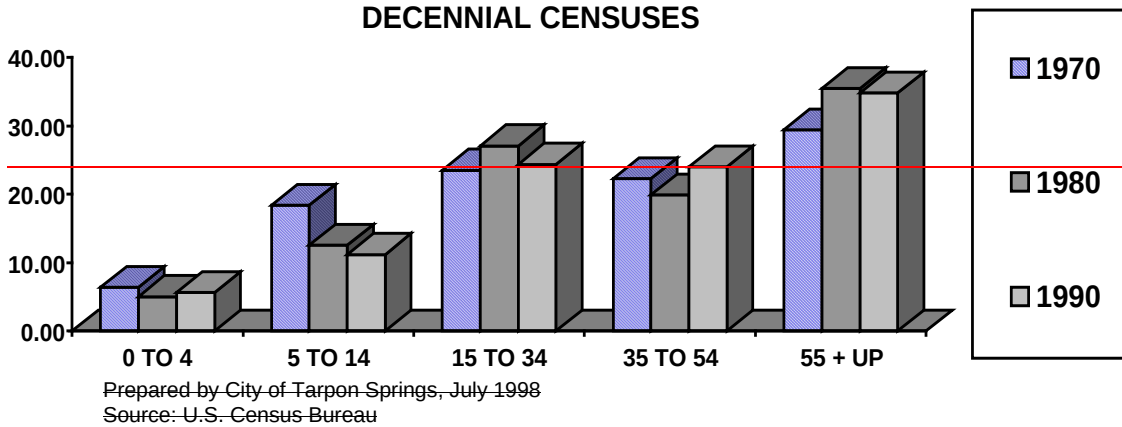


Table RO-1A
Pinellas County Population Distribution
1990

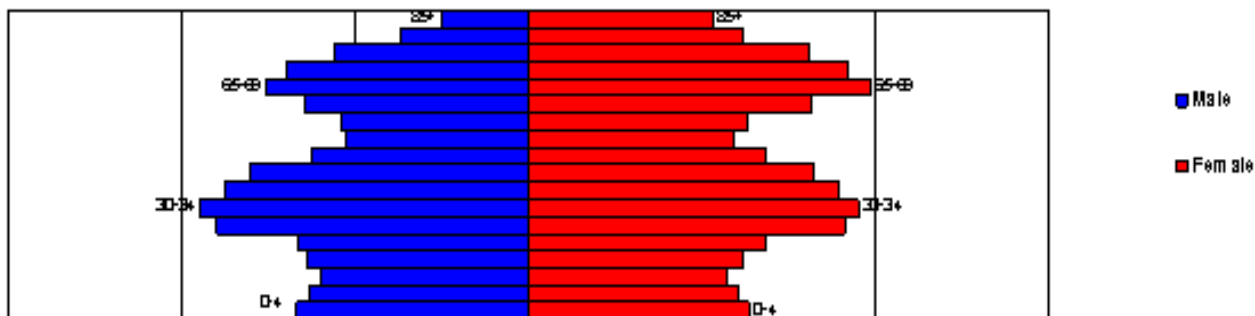
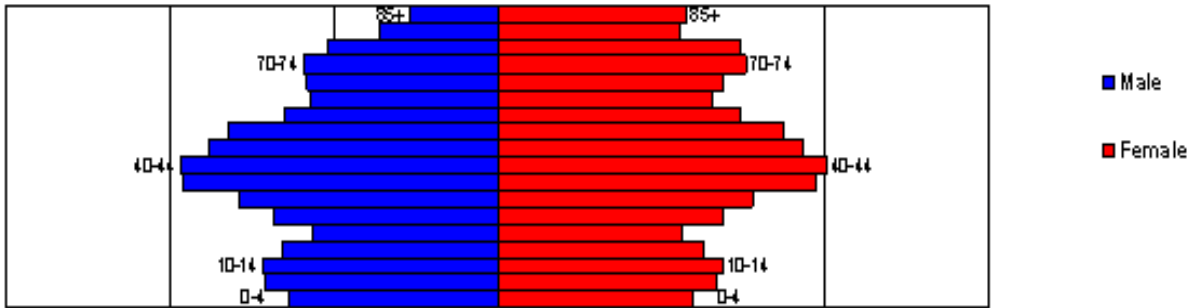


Table RO-1B
Pinellas County Population Distribution
2000



Source: Census Scope, Pinellas County Economic Development

II. CLASSIFICATION OF RECREATION & OPEN SPACE FACILITIES

A. Inventoried Facilities Classified

Recreation and open space facilities are classified based on the service area, acreage and facility type. Following are the classifications used for the City of Tarpon Springs Recreation & Open Space Element. This classification system is essential to establish Level of Service Standards that determine existing deficiencies and future needs.

1. Mini-Park

Equipped play areas and tot lots are the most common form of mini-park and consist of open play areas with play equipment for preschool and school age children. The service area, measured by population, is around 2,500 people at 0.8 acre per 1,000 persons. The facility is on as little as a quarter of an acre (1/4) up to 2 acres.

2. Neighborhood Park

The neighborhood park is usually located where people can take low traffic streets to walk or bike to it. The Level of Service for a neighborhood park is 1.0 acres per 1,000 persons. It serves around 5,000 people, in a radius of about one half mile. Ideally it contains about 2 acres for every 1,000 people, within a range of 2-10 acres.

3. Community Park

Community Parks are considered “ride to” parks and are located near major streets or arterials. They usually serve 4-6 neighborhoods, or a “community”. The radius served is up to 3 miles and a population of approximately 10,000 people. The minimum acreage requirement is 10 acres. The Level of Service for a Community Park is 1.5 acres per 1,000 persons. This type of facility provides a variety of program and facility opportunities to all individuals and families in the service area. Some of the types of facilities provided at these parks are ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, sports fields, and nature walks (trails).

4. Water Access Site

With certain exceptions, all bodies of water including the Gulf, Anclote River, Lake Tarpon, and bayous are owned by the public, held in trust by the State of Florida through the Florida Department of Environmental Protection. Public-owned beach areas usually have access points either by footpath or boardwalks as well as some parking, although some beach areas may have no public parking available. Access sites may be from 10 to 100 feet wide with parking areas from under an acre to 1 acre or more. The

purpose of these access sites is to provide vistas to the waterfront. Other larger access sites may provide beach access, boat ramps and/or off-street parking facilities.

B. Other Facilities Classified

In addition to the above listed and classified facility types which correspond to the facilities on the Tarpon Springs inventory tables are those facilities provided at the county or state level. Tarpon Springs ~~if~~ is fortunate to have two urban regional parks within its boundaries.

1. Urban Open Space

These facilities are landscaped or natural open spaces usually within built-up areas. The area served can range from one neighborhood to an entire city. They serve mainly as a buffer area within urbanized settings. Size of these facilities ranges from 1/10-acre to several acres, depending on their use. Some specific examples of urban open space are linear, vest pocket or traffic circle parks, parkways, boulevard medians, plazas, malls courthouse squares, and promenades. Some features of them are benches, commemorative structures, trails and paths.

2. Urban District Park

The Urban District Park serves recreation needs of several communities, a city or a county, providing areas and facilities that are resource-based. Some areas and facilities include natural areas, campgrounds and play apparatus. Some may also contain a zoo, a golf course or a botanical garden. (these types of facilities are provided by the county and are not included in the inventory within this section)

Since these facilities are usually located at the periphery of large urban areas, the drive to these facilities can be up to 30 or 40 minutes. The usual population served by such a facility is around 50,000 people with an allocation of about 5 acres for every 1,000 people. The minimum size is around 100 acres but it is preferable to have at least 200 acres.

3. Urban Regional Park

These are large, resource-based areas serving two or more communities or counties, usually about an hour's maximum drive for the residents served. The suggested space allowance is 20 acres per 1,000 people, serving a population of over 100,000 with a range of 250 to as much as several thousand acres total for a facility. Since this type of facility is resource based the location will depend on available natural areas to be developed for outdoor recreation.

Some of the typical facilities found at such a park would include water dependent recreation sites, camping areas, hiking and nature trails, picnic areas, and other facilities with minimal impact on the land. The parking facilities also should be designed for minimal impact on the environment. The main feature of the regional park is that it provides an environment to participate in recreational activities and in which to enjoy nature in a serene setting.

III. THE PINELLAS TRAIL

The Pinellas Trail is a 34 mile long asphalt paved bicycle & pedestrian trail, which occupies an abandoned railway right of way throughout the entire County. It is an important element within Tarpon Springs, as it provides a safe, non-motorized way to access many of the parks and cultural features of the city. Another important function that the Trail serves is it provides a way for bicyclists and pedestrians to get across U.S. 19 by way of the culvert under it.

Besides making great use of an otherwise underutilized ribbon of land, the trail within the city provides a recreational as well as utilitarian way to get around town. Bicyclists, pedestrians, roller skaters, and rollerbladers use the trail. Schools, restaurants, retail shops, cultural centers as well as other amenities exist alongside the Trail and are accessible by this corridor.

Location: Within the city limits of Tarpon Springs, the Trail enters the city at it's southernmost boundary in the vicinity of the intersection of Alternate U.S. 19 and Klosterman Rd. and runs parallel to Alt. 19 on

the east side until it reaches Live Oak Street where it veers off towards the northeast and ends where it meets with U.S. Hwy. Within the city limits the Trail, which is about 3 miles, crosses about 15 intersections.

Scheduled Improvements: Within the city limits the Pinellas Trail is scheduled to be extended from where it currently stops at U.S. Highway 19. It will continue across Hwy. 19 via a culvert. It will proceed south along Jasmine then southeasterly adjacent to the Tarpon Sports Complex. Leaving the city limits it will proceed east along Keystone Road, then southerly along East Lake Road, terminating at John Chesnut Park.

~~**Spur Additions:** Future additions include the Elfers Spur, an abandoned rail corridor that is being developed as a Trail project. This corridor or spur starts just west of U.S. Highway 19 and south of the Anclote River. It then continues northwest along the abandoned rail bed, at one location using an existing concrete railroad bridge. The spur ends within 1 mile of the Anclote River Park, on the north side of the river at the Pasco County line.~~

Another scheduled project, the Howard Park Trail, will begin at the Pinellas Trail and Tarpon Avenue. Then it will extend due west until it meets Fred Howard Park, then continue across Fred Howard Parkway to the Fred Howard Public Beach. The exact alignment has not been determined at this time.

A. Bicycle & Pedestrian Facilities (on-road)

The on-road bicycle & pedestrian facilities within Tarpon Springs consist mostly of sidewalks. There is no city ordinance prohibiting riding bicycles on sidewalks. There is one road that has a designated bicycle lane on it (Live Oak St. from where it intersects Safford to where it intersects Pinellas Ave. or Alt. 19).

Other than that, bicycle lanes will be retrofitted on county roads within the city limits in conjunction with repaving, wherever right-of-way is available and it is feasible to do so. These bicycle lane improvements are funded through the Pathways Program with funds from the Penny for Pinellas Tax.

IV. LEVEL OF SERVICE STANDARDS

Level of Service Standards are used to quantify the supply of facilities and demand for facilities. This standard way to measure the need for each facility has been established as shown in Table RO-2. This level of service is then applied to the population of Tarpon Springs to calculate the number or amount of each type of facility needed to provide a sufficient level of service for the populace. When the needs are calculated, based on the current population (as well as projected future population) they can be compared to the current inventory to existing deficiencies and future needs.

Table RO-2
Level of Service for Recreational Facilities

FACILITY	LEVEL OF SERVICE STANDARD
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons
General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons
Mini-Park	0.8 Acres /1,000 Persons

Neighborhood Park	1.0 Acre / 1,000 Persons
Community Park	1.5 Acres / 1,000 Persons

A. Service Radii

Another aspect of each facility to consider when evaluating the Level of Service of park facilities is the service radius. Each type of facility is assigned a radius to which the facility provides service. The radius for each facility defined in the section “Classification of Recreation & Open Space Facilities” is indicated in its respective paragraph. It is also provided in Table RO-3 below:

**Table RO-3
PARK FACILITIES LEVEL OF SERVICE INFORMATION**

FACILITY TYPE	SERVICE RADIUS	ACREAGE RANGE	ACRES PER 1,000 IN POPULATION	POPULATION SERVED
Mini-Park, Equipped Play Area or Tot Lot	Under 1/2 mile	1/4 to 2 acres	0.8 PER 1,000	500 to 2,500 people
Neighborhood Park	1/2 mile	2-10 acres	1.0 PER 1,000	5,000 people
Community Park	3 miles	10 + acres	1.5 PER 1,000	12,500 people

V. EXISTING INVENTORY

An important process in planning for recreation and open space facilities involves inventorying the existing facilities. The tables that follow provide an inventory of each category of facility inventoried for this plan. The tables of most concern to this plan are the first two, which depict the City owned parks & open space facilities and the recreational buildings & facilities.

A. City Owned Inventory - Tables Explained

The existing recreation & open space facilities of the City of Tarpon Springs area are inventoried in Tables RO-5 and RO-6. Table RO-5 lists the parks & open space facilities and Table RO-6 shows recreational buildings & facilities. All of these city owned facilities are depicted on map RO-1.

B. Other Jurisdictions & Privately Owned Facilities - Tables Explained

Tables RO-7 and RO-8 cover the facilities handled by other jurisdictions. Although not all inclusive, Table RO-7 lists parks & open space owned and managed by other jurisdictions such as the State of Florida, Pinellas County, Pasco County as well as the Pinellas County School Board. Table RO-8, also not all inclusive, lists some of the private recreation facilities contained within various planned communities such as subdivisions, mobile home parks, apartment complexes and condominiums.

C. Water Access Sites - Table Explained

In addition to the public parks identified in Tables RO-5 and RO-6, an inventory of water access sites or Rights-of-Way, done recently by the Planning & Zoning Department, is listed in Table RO-4. The information included in this table shows the street name, brief description and the water body accessed by the location. Additional information regarding water access sites can be found in the Coastal and Conservation Element.

**TABLE RO-4
INVENTORY OF WATER ACCESS SITES**

STREET NAME	BRIEF DESCRIPTION	WATER BODY ACCESSED
Athens Street	30 ' of ROW	Sponge Docks
Beach Drive	60' of ROW	Gulf of Mexico
Beekman Lane	40' of ROW	Craig Park
Cleveland Place	35' of ROW	Inness Bayou
Coburn Drive	25' of ROW	Gulf of Mexico
Disston Avenue	60' of ROW	Anclote River
Dodecanese Blvd.	50' of ROW	Sponge Docks
Florida Avenue	63' of ROW	Anclote River
Grand Central Drive	45' of ROW	Gulf of Mexico
Grand View Drive	60' of ROW	Lake Tarpon
Gulf Beach Blvd.	50' of ROW	Gulf of Mexico
Gulf Road	33' of ROW	Contains a paved City street.
Hibiscus Avenue	40' of ROW	Sponge Docks
Hope Street	50' of ROW	Sponge Docks, waterfront viewing.
Imperial Drive	30' of ROW	Kreamer Bayou and Anclote River
Lagoon Road	60' of ROW	Lake Tarpon
Lake Blvd.	40' of ROW	Tarpon Bayou
Lake Tarpon Ave.	50' of ROW	Lake Tarpon
Lucille Drive	60' of ROW	Kreamer Bayou
Meyer Lane	16' of ROW / 20' of ROW	Lake Tarpon
Phillips Road	60' of ROW	Anclote River
Riverview Drive	15' of ROW	Anclote River
Roosevelt Blvd.	50' of ROW	Sponge Docks
Safford Ave.	60' of ROW	Anclote River
Sunset Drive	40' of ROW	Gulf of Mexico
Tallahassee Drive	20' of ROW	Gulf of Mexico
TOTAL		27 ACCESS SITES

**TABLE RO-5
CITY OF TARPON SPRINGS OWNED
PARKS AND OPEN SPACE FACILITIES
JUNE 1998**

LOG NO.	NAME OF FACILITY	ACRES OR SQ. FT.	CATEGORY	LOCATION	AMENITIES/ FACILITIES
1	Chesapeake Park	.25	Mini-Park	@ Royal Dr. and Chesapeake Dr.	Undeveloped.
2	Cocoris Park	1.0	Mini-park	427 Hope St.	1 Equipped Play Area, 1 Picnic Table, 1 Recreation Center (leased from Mrs. Sagonias)
3	Cops & Kids Youth Center playground	0.5	Mini-Park	555 E. Harrison St.	1 Bicycle Rack, 1 Equipped Play Area (also see Table RO-2).
4	Craig Park	10.10	Neighborhood Park	102 S. Spring Blvd.	1 Equipped Play Area, 10 Picnic Tables, 1 Recreation Bldg., 1/3 Mile Saltwater Boardwalk/ Catwalks, 1 Saltwater Boat Ramp w/1 Lane, 6 Shuffleboard Courts, 2 Tennis Courts.
5	Ed Dorsett Park	9.2	Neighborhood Park	500 E. Harrison St.	2 Basketball Courts, 2 Bike Racks, 1 Equipped Play Area, 5 Picnic Tables, 1 Softball Field, 1 Tennis Court, 1 Partial Athletic Field.
6	Highland Nature Park	6.5	Neighborhood Park	530 Highland Ave.	1 Bicycle Rack, 1 Equipped Play Area, 1/2 Mile Nature Trail, 1 Pedestrian Pier, 3 Picnic Tables.
7	Morgan Street Park	0.55	Mini-Park	420 Morgan St.	1 Equipped Play Area
8	North Anclote Nature Park	77.00	Community Park	off Dixie Hwy.	Purchased through grant from Florida Communities Trust. Undeveloped riverfront property.
9	Oak Leaf Village Playground	1.05	Mini-Park	Vermont Ave.	1 Equipped Play Area, 1 Picnic Table.
10	Richard Ervin Park	1.00	Mini-Park	1700 Richard Ervin Pkwy.	1 Boat Ramp w/ 1 Lane, 60' Freshwater Beach Area, 4 Picnic Tables, 2 Shelters.
11	Riverside Park	8.60	Neighborhood Park	833 Riverside Dr.	1 Equipped Play Area, 1 Football/Soccer Field, 2 Picnic Tables, 4 Tennis Courts.
12	Rotary Park	4.63	Mini-Park	400 S. Banana St.	1 Softball Field.
13	Sisler Field	4.25	Mini-Park	711 Meres Blvd.	3 Little League Baseball Fields, 1 Meeting Building.
14	Sunset Beach Park	8.60	Neighborhood Park	1800 Gulf Road	1 Bike Rack, 9 Picnic Tables, 320' Saltwater Beach Area, 9 Shelters, 1 Beach Volleyball Court.
15	*Sunset Hills Elementary	3.67	Neighborhood Park	1513 Gulf Road	4 Half Basketball Courts, 1 Equipped Play Area.
16	*Tarpon Springs Elementary	2.60	Neighborhood Park	525 N. Disston Ave.	1 Basketball Court, 1 Equipped Play Area.

4

TABLE RO-5
(Continued)

LOC NO.	NAME OF FACILITY	ACRES OR SQ. FT.	CATEGORY	LOCATION	AMENITIES/ FACILITIES	
17	*Tarpon Springs High School	9.85	Neighborhood Park	1411 Gulf Rd.	1 Baseball Field, 2 Basketball Courts, 1 Football/Soccer Field, 3 Tennis Courts, open play field/area.	
18	*Tarpon Springs Middle School	6.00	Neighborhood Park	500 Florida Ave. N	2 Basketball Courts, 1 Bicycle Rack (compound), 1 Playground Field.	
19	Tarpon Springs Sports Complex	17.15	Community Park	150 Jasmine Ave.	1 Equipped Play Area, 3 1/2 Soccer/Football Fields.	
	TOTAL ACREAGE:	172.0	12.73 Acres- Mini-Parks 65.12 Acres Neighborhood Parks 94.15 Acres Community Parks		1 Baseball Field 7 Basketball Courts 4 Basketball Half Courts 6 Bike Racks 11 Equipped Play Areas 5 1/2 Football/Soccer Fields 60' of Freshwater Beach 1 Freshwater Boat Ramp w/1 Lane 3 Little League Fields 1/2 Multi Purpose Field 1/2 Mile Nature Trail	1 Pedestrian Pier 35 Picnic Tables 2 Recreation Centers 320' Saltwater Beach 1/3 Mile Saltwater Boardwalk/Catwalk 1 Saltwater Boat Ramp w/1 Lane 11 Shelters 6 Shuffleboard Courts 2 Softball Fields 10 Tennis Courts 1 Volleyball Court (beach)

Information obtained from various City of Tarpon Springs departmental reports/listings.

*Facilities shared with City through leases.

TABLE RO-5
CITY OF TARPON SPRINGS OWNED
PARKS & OPEN SPACE FACILITIES

	<u>Name of Facility</u>	<u>Acres</u>	<u>Category</u>	<u>Location</u>	<u>Amenities/Facilities</u>
1	Chesapeake Park	0.25	Mini-Park	Royal Dr. & Chesapeake Dr.	Undeveloped, no facilities.
2	Cops & Kids Youth Center Playground	0.5	Mini-Park	555 E. Harrison St.	1 Bicycle Rack, 1 Equipped Play Area, Mini-gym with Basketball Half-Court.
3	Craig Park	6.8	Neighborhood Park	102 S. Spring Blvd.	1 Equipped Play Area, 10 Picnic Tables, 1 Recreation Bldg., 1/3 Miles Scenic Walkway, 1 Saltwater Boat Ramp w/1 Lane, 6 Shuffleboard Courts, 2 Lighted Tennis Courts, Restrooms.
4	Ed Dorsett Park	4.5	Neighborhood Park	500 E. Harrison St.	2 Full-Court Basketball Courts, 2 Bike Racks, 1 Equipped Play Area, 8 Picnic Tables, 1 Lighted Softball Field, 1 Tennis Court, 1 Practice Athletic Field, Concession stand with kitchen facilities, Restrooms, Cooking grills.
5	Highland Nature Park	6.95	Neighborhood Park	530 Highland Ave	1 Bicycle Rack, 1 Equipped Play Area, 1/2 Mile Nature Trail, 1 Pedestrian Pier, 3 Picnic Tables, Restrooms, 325 feet of scenic boardwalk to lake.
6	Legion Park	0.8	Scenic Open Space	North of Ashland Ave.	Undeveloped Wetland Area
7	North Anclote Nature Park	77	Community Park	off Dixie Highway	2 Equipped Play Areas, 3 Bike Racks, Nature Walk Trails, 2 Restroom Areas, 1 Overlooking Fishing Area, 1 Lookout Platform, Pinellas Co. Bike Trail, 1 Canoe Landing Area, 15 Picnic Tables, Parking Facilities, ADA Accessible.
8	Oak Leaf Village Playground	1.05	Mini-Park	Vermont Ave.	1 Equipped Play Area, 5 Picnic Tables
9	Richard Ervin Park	0.86	Mini-Park	1700 Richard Ervin Pkwy.	4 Picnic Tables, 2 Shelters, Freshwater Boat Ramp (ramp currently closed indefinitely)
10	Riverside park	4.9	Neighborhood Park	833 Riverside Dr.	1 Equipped Play Area, 1 Football/Soccer Lighted Field, 2 Picnic Tables, 4 Lighted Tennis Courts, Restrooms, Concession
11	Rotary Park	2.88	Community Park	400 S. Banana St.	1 Lighted Softball Field, Restroom, Concession
12	Sissler Field	7.5	Community Park	711 Meres Blvd.	3 Lighted Little League Baseball Fields, 1 T-Ball Field, 2 Concession areas, Batting cages, Restrooms

<u>13</u>	<u>Sunset Beach Park</u>	<u>11.3</u>	<u>Neighborhood Park</u>	<u>1800 Gulf Rd.</u>	<u>2 Bike Racks, 320' Saltwater Beach Area, 9 Shelters, 23 Picnic Tables, 1 Beach Volleyball Court, Boat Ramp, Cooking grills, Scenic-overlooking Platform</u>
<u>14</u>	<u>*Tarpon Springs Elementary</u>	<u>2.6</u>	<u>Neighborhood Park</u>	<u>525 N. Disston Ave.</u>	<u>1 Basketball Court, 1 Equipped Play Area</u>
<u>15</u>	<u>*Tarpon Springs High School</u>	<u>9.85</u>	<u>Neighborhood Park</u>	<u>1411 Gulf Rd.</u>	<u>1 Lighted Baseball Field, 2 Basketball Courts, 1 Football/Soccer Field, 3 Tennis Courts, open play field/area</u>
<u>16</u>	<u>*Tarpon Springs Middle School</u>	<u>6</u>	<u>Neighborhood Park</u>	<u>500 Florida Ave. N.</u>	<u>2 Basketball Courts, 1 Bicycle Rack (compound) 1 Playground Field</u>
<u>17</u>	<u>Tarpon Springs Sports Complex/Discovery Playground</u>	<u>22.7</u>	<u>Community Park</u>	<u>150 Jasmine Ave.</u>	<u>3.5 Soccer/Football Fields, 2 sets of Restrooms, Concession, Bleachers, Announcer's booth. Discovery Playground - 2 Equipped Play Areas (1 for tots, 1 for older children), 5 Picnic Tables.</u>
<u>18</u>	<u>Dog Park/Live Oak</u>	<u>1.3</u>	<u>Dog Park</u>	<u>Live Oak/Safford St.</u>	<u>5 Benches, Dog Water Fountain, Fire Hydrant, Dog waste bag stations, separate fenced areas for large and small dogs.</u>
<u>19</u>	<u>Lime St. Playground</u>	<u>0.75</u>	<u>Mini-Park</u>	<u>Lime St.</u>	<u>1 Equipped Play Area, 2 Benches</u>
<u>20</u>	<u>Lake Tarpon Dock</u>	<u>100 FT</u>	<u>Fish/Lake Viewing Dock</u>	<u>Lake Tarpon Ave.</u>	<u>Lake Fishing/Viewing Pier, Pedestrian Pier</u>
<u>21</u>	<u>Trentwood Playground</u>	<u>0.195</u>	<u>Mini-Park</u>	<u>1104 Windsor Hill Way</u>	<u>1 Equipped Play Area, Picnic Table</u>
<u>22</u>	<u>Gulf Beach Park</u>	<u>1.54</u>	<u>Scenic Open Space</u>	<u>West end of Gulf Beach Blvd.</u>	<u>Scenic gulf waterfront area.</u>
<u>23</u>	<u>Phillips Road Water Access</u>	<u>0.25</u>	<u>Future Boat Launch</u>	<u>Phillips Road and Riverside Drive</u>	<u>Vacated right-of-way with Anclote River (shallow water) access</u>
	<u>Total Acreage</u>	<u>170.475</u>			
		<u>.+100 ft.</u>			

*Facilities shared with City through leases.

Source: Information from Various City Departments, Pinellas County GIS

Acreages estimated using Pinellas County GIS aerial data

RO-6
JUNE 1998

LOC NO.	NAME OF FACILITY	ACRES OR SQ. FT.	CATEGORY	LOCATION	AMENITIES/ FACILITIES
3	Cops & Kids Youth Center	7,250 sq. ft.	Special Purpose/ Mini-Park	555 E. Harrison St.	Gymnasium/Basketball Court, Kitchen, Conference Room, Equipped Play Area, Bicycle Rack.
20	Legion Park	.80	Scenic Open Space	N. of Ashland Ave.	Undeveloped wetland area.
4	Old Library @ Craig Park		Special Purpose	5 Craig Park Circle	Recreation Center.
21	Tarpon Springs City Marina	.34	Special Purpose	100 Dodecanese Blvd.	18 Saltwater Slips.
22	Tarpon Springs Cultural Center	.22	Special Purpose	101 S. Pinellas Ave.	Historical & Cultural Exhibits; Meeting Rooms.
23	Tarpon Springs Golf Course	112.89	Special Purpose	1310 S. Pinellas Ave.	1-18-Hole Regulation Golf Course. Driving Range.
24	Tarpon Springs Library	20,000 sq. ft.	Special Purpose	138 E. Lemon Street	Meeting Rooms, Educational Resources, Internet Access.
25	Union Academy	N/A	Special Purpose	401 MLK, Jr. Dr. E.	Citizens Alliance for Progress (CAP) Headquarters; Social & Educational Programs; after school care, meeting rooms.
26	Walton Ave. Community Center	2.20	Special Purpose	400 S. Walton Ave.	Meeting Rooms, Hall.

Information obtained from various City of Tarpon Springs departmental reports/listings.

TABLE RO-6
CITY OF TARPON SPRINGS OWNED
RECREATIONAL BUILDINGS & FACILITIES

Loc No	Name of Facility	Acres or Square Ft	Category	Location	Amenities/Facilities
2	Cops & Kids Youth Center	7,250 sq. ft.	Special Purpose/Mini Park	555 E. Harrison St.	1/2 Basketball Court, Kitchen, Conference Room, Equipped Play Area, Bicycle Rack, Restrooms
3	Craig Park	6.8	Special Purpose	5 Craig Park Cr.	Recreation Center, Bandshell, Restrooms
25	Tarpon Springs Marina	0.9	Special Purpose	100 Dodecanese Blvd.	21 Saltwater Slips
26	Tarpon Springs Cultural Center	0.22	Special Purpose	101 S. Pinellas Avenue	Historical and Cultural Exhibit, Meeting Rooms, Auditorium, Restrooms
27	Tarpon Springs Golf Course	112.89	Special Purpose	1310 S. Pinellas Avenue	1 18-hole Regulation Public Golf Course, Driving Range, Concessions Building, Clubhouse, Chipping and Putting Practice Areas, Restrooms
28	Tarpon Springs Library	24,000 sq ft.	Special Purpose	138 E. Lemon St	Meeting Rooms, Educational Resources, Internet Access, Restrooms.
29	Union Academy	1.06	Special Purpose	401 MLK, Jr. Dr. E	Citizens Alliance for Progress (CAP) Headquarters, Social & Educational Programs, After School Care, Meeting Rooms, Restrooms
30	Walton Ave Community Center	2.2	Special Purpose	400 S Walton Ave	Meeting Rooms, Hall, Kitchen, Restrooms
31	Gymnasium at Community Center	11,000 sq. ft	Special Purpose	400 S Walton Ave	Gym (Basketball, volleyball, work-out) and Weightroom. Built in 2001

Source:

Updated: 12/28/07 Source:

TABLE RO-7
OTHER JURISDICTIONS
PARKS & OPEN SPACE
JUNE 1998

NAME OF FACILITY	ACRES OR SQ. FT.	CATEGORY	OWNED / MANAGED BY	LOCATION	AMENITIES/ FACILITIES
A.L Anderson Park	128.00	Urban Regional Park	City of Tarpon Springs	Between Tarpon Lake & U.S. 19 N. of Tookes Rd.	3 Equipped Play Areas, 500' Freshwater Boardwalk /Catwalk, 1 Freshwater Boat Ramp w/6 Lanes, 500' Nature Study/Walking Trail, 220 Picnic Tables, 9 Shelters.
Anclote Key State Park & Aquatic Preserve	567.00	Regional Park	State of Florida	Off the coast of Anclote/Holiday area. Accessible by boat only.	4-3/4 Miles Saltwater Beach Area, primitive campsite with grills, table & pit toilets.
Anclote River Park	29.00	Community Park	Pasco County	Pasco County	2 Historical/Archaeological Sites/ Structures, 400' Saltwater Beach Area, 1 Saltwater Boat Ramp w/4 Lanes, 2 Shelters.
Fred Howard Park	155.00	Urban Regional Park	Pinellas County	1700 Sunset Dr.	1 Baseball/Softball Field, 2 Equipped Play Areas, 175 Picnic Tables, 750' Saltwater Beach Area, 2,400' of Saltwater Causeway, 9 Shelters.
Lime Street Park	0.30	Mini-Park	T.S.H.A.	406 Lime St.	1 Equipped Play Area
Pinellas Trail	2.5 miles	Special Purpose /Linear Park	Pinellas County	N/A	3 Mile Recreation Trail for bicycle/walking/skating (asphalt paved old railroad right-of-way)
Pinellas Trail Extension(s)	N/A	Special Purpose /Linear Park	Pinellas County	N/A	Multiple Projects- "Elfers Spur", etc. (Proposed Facility)
Sunset Hills Elementary	3.67 acres	Neighborhood Park	Pinellas County School Board	1513 Gulf Road	1 Basketball Court, 1 Equipped Play Area.
Tarpon Springs Elementary		Neighborhood Park	Pinellas County School Board	525 N. Disston Ave.	1 Basketball Court, 1 Equipped Play Area.
Tarpon Springs High School		Community Park	Pinellas County School Board	1411 Gulf Rd.	2 Baseball/Softball Fields, 2 Basketball Courts, 1 Football/Soccer Field, 1 Multipurpose Playing Field, 3 Tennis Courts.
Tarpon Springs Middle School		Neighborhood Park	Pinellas County School Board	500 Florida Ave. N.	2 Basketball Courts, 1 Bicycle Rack (compound), 1 Softball Field, 1 Track.
					• 4 Baseball/Softball Fields • 10 Basketball Courts • 500' Boardwalk/Catwalk • 8 Equipped Play Areas • 3 Football/Soccer Fields • 1 Freshwater Boat Ramp w/6 Lanes • 2 Historical/Archaeological Sites/Structures • 1 Multi-Purpose Field • 500' Nature Trail • 395 Picnic Tables • 4.95 Miles Saltwater Beach Area • 1 Saltwater Boat Ramp w/4 Lanes • 20 Shelters • 3 Tennis Courts

Information obtained from various City of Tarpon Springs departmental reports/listings.

TABLE RO-8
OTHER JURISDICTIONS/PRIVATELY OWNED
RECREATIONAL BUILDINGS & FACILITIES
JUNE 1998

NAME OF FACILITY	SIZE IN ACRES	CATEGORY	OWNED / MANAGED BY	LOCATION	AMENITIES/ FACILITIES
Anclote Harbors Marina		Special Purpose	934-7616	523 Anclote Rd.	boat slips for live-aboards and transient slips
Anclote Isles Marina		Special Purpose	934-5503	331 Anclote Rd.	boat slips
Boys & Girls Club	N/A	Special Purpose	Private	Adjacent to Rotary Park	meeting room
Beckett Bay		Subdivision		654 Beckett Way	1 basketball court, 1 clubhouse pavilion, 1 playground, 1 pool, 1 racquetball court, 1 tennis court
Cypress Place Apartments		Apartments		825 E. Cypress	Clubhouse, Pool
Green Dolphin Condominiums		Condominiums		1250 S. Pinellas Ave.	
Gulfront Lagoon		Condominiums			Nature Walk (?)
Harbor Watch (Pt. Alexis North)		Subdivision			2 Shuffleboard Courts, 4 Tennis Courts.
Lake Tarpon Sail & Tennis		Condominiums		90 Highland Ave.	Clubhouse, Dock, Pool, Tennis.
Mariner Village/ Tarpon Cove		Condominiums		1531 W. Klosterman Rd.	1 Clubhouse, 1 Exercise Room, 1 Fishing Pier, 2 pools, 1 Spa / whirlpool, 2 Tennis Courts.
The Meadows		Mobile Home Park		505 Anclote Rd.	
The Moorings				450 Moorings Cove Dr.	1 pool.
Pace Apartments		Apartments			
Pt. Alexis South		Subdivision 937-9047		1000 S. Pt. Alexis Dr.	
Pointe Tarpon				1589 W. Klosterman Rd.	Resident boat slips, Pool
Railroad Station		Special Purpose	FDOT	160 Tarpon Ave.	Historic Society Offices.
River Watch		Subdivision			
Seascape Peninsula		Condominiums		1401 W. Curlew Pl.	1 clubhouse, 1 pool, poss. 2 tennis courts
Sunset Shores					
Windrush Bay		Condominiums		700 Windrush Bay Dr.	1 clubhouse, 1 pool.
Woods at Anderson Park				U.S. Highway 19	1 indoor pool

Information obtained from various City of Tarpon Springs departmental reports/listings.

VI. LEVEL OF SERVICE NEEDS ANALYSIS

This section of the plan analyzes current inventory and future needs for parkland and recreational facilities within the city limits. It should be noted that non-residents (people residing in unincorporated Pinellas County) often use City facilities. Conversely, the County plans for and provides facilities that also service the city's residents. A review of the Planning Area provides for effective plan development and serves to advise the County as well as the Planning Area residents and property owners of this interrelationship and of the City's goals, objectives and policies. The City also enters into leases and cooperates with the School Board of Pinellas County for facility and program development. Private recreation facilities are important components of the totality of recreation and leisure activities available to residents however, they do not factor into this level of service needs analysis.

A. Existing Deficiencies

To determine existing deficiencies, the Level of Service standards established in Part IV of this element for various facilities and for park acreage are expressed in terms of units per 1,000 population, shown in Table RO-3. The existing population of the City, including seasonal residents then multiplies this standard. The resulting demand is subtracted from the existing supply of that particular facility. The resulting deficit or surplus is indicated in the left column of Table RO-9.

B. Service Radii Maps

To further assist in determining future needs and optimal placement of those needs (facilities) service radii established for this purpose, by a level of service, have been depicted on a map of the city, for analysis. Only the two smallest of the three types of facilities are being analyzed since the largest ones serve an area usually greater than the entire city itself. Map RO-2 depicts the mini-park and the neighborhood park facilities.

1. Future Needs

The Tarpon Springs Comprehensive Plan includes a short term planning period of 5 years and a long range period through the year ~~2020~~ 2030. As in the existing needs analysis, the Level of Service standards are expressed in terms of units per 1,000 population. This standard is then multiplied by the projections of the maximum seasonal population for years within each planning period to forecast any deficiency by type and at what point in the future. This process is carried out in Tables ~~RO-10~~ and ~~RO-11~~ with the resulting deficits summarized in the following table:

~~Table RO-9~~
CITY OF TARPON SPRINGS
FUTURE PARKS AND RECREATION DEFICIENCIES

FACILITY TYPE	DEFICIT BY YEAR						
	1998	2000	2005	2010	2015	2020	-Growth Factor
Mini-Park (acres)	-4.29	-4.95	-6.31	-7.25	-8.01	-8.6	4.31
Baseball	-2	-2	-3	-3	-3	-3	1.0
Basketball	-1	-1	-2	-2	-3	-3	2.0
Boat Launching	0	0	0	0	-1	-1	1.0
Football/Soccer	-1	-1	-1	-2	-2	-2	1
General Play	-6	-6	-8	-9	-10	-10	4.0
Little League Baseball	-1	-1	-2	-2	-2	-2	1.0
Nature Study	-1.66	-1.71	-1.88	-2.00	-2.09	-2.17	1.67
Shuffleboard	0	0	-1	-1	-1	-1	1.0
Softball	0	0	0	0	-1	-1	1.0
Tennis	-1	-1	-2	-2	-3	-3	2.0
Volleyball	-3	-3	-3	-3	-3	-3	0

TABLE RO-9
CITY OF TARPON SPRINGS
FUTURE PARKS AND RECREATION DEFICIENCIES

LOS Standards for Recreation Facilities in Tarpon Springs

FACILITY	LOS STANDARDS	CURRENT STATUS	DEFICITS ⁽¹⁾		
			<u>2005</u> 23,660 Est. pop (2)	<u>2015</u> 25,187 Proj Pop (2)	<u>2030</u> 27,194 Proj Pop (2)
Baseball	1 Diamond / 6,750 Persons	1 Baseball Field	2.5 deficit	2.7 deficit	3.0 deficit
Basketball	1 Court / 2,600 Persons	9.5 Courts	+ 0.4	0.18 deficit	0.95 deficit
Boat Launching	1 Boat Ramp / 6,750 Persons.	2 launching areas	1.5 deficit	1.7 deficit	2.0 deficit
Football / Soccer	1 Field / 3,333 Persons	5.5 fields	1.5 deficit	2.0 deficit	2.65 deficit
General Play	1 Equipped Play Area / 1,250 Persons.	14 equipped play areas	4.9 deficit	6.0 deficit	7.7 deficit
Little League Baseball	1 Field / 5,000 Persons	4 Little League fields	1.7 deficit	2.0 deficit	2.4 deficit
Nature Study	1 Mile of Trail / 10,000 Persons	2.13 miles. This includes seawall at Craig Park	0.17 mile deficit	0.3 deficit	0.5 deficit
Softball	1 Field / 10,000 Persons	2 fields	0.3 deficit	0.5 deficit	0.7 deficit
Tennis	1 Court / 2,000 Persons	10 courts	1.83 deficit	2.5 deficit	3.5 deficit
Volleyball	1 Court / 6,000 Persons	2 courts	1.9 deficit	2.1 deficit	2.5 deficit

Data Source: Tarpon Springs Comprehensive Plan/ and Public Services Department
To calculate the required amount of facilities needed for the year, divide the population by the LOS Standard. To calculate the deficit, subtract the required need from the current status. BEBR estimated and projected population 2005-2030

TABLE RO-10
LOS Standards for Recreation Site Acreage Needs

SITE	LOS STANDARDS	CURRENT STATUS	DEFICITS ⁽¹⁾		
			<u>2005</u> 23,660 Est. pop (2)	<u>2015</u> 25,187 Proj Pop (2)	<u>2030</u> 27,194 Proj Pop (2)
Mini-Park	0.8 Acre/ 1,000 Persons	7.8 acres	10.43 acre deficit	11.65 acre deficit	13.26 acre deficit
Neighborhood Park	1.0 Acre/1,000 Persons	66.82 acres	No deficit	No deficit	No deficit
Community Park	1.5 Acre/ 1,000 Persons	94.46 acres	No deficit	No deficit	No deficit

Data Source: Tarpon Springs Comprehensive Plan/Public Services

1. To calculate the required amount of facilities needed for the year, divide the population by the LOS Standard. To calculate the deficit, subtract the required need from the current status.
2. BEBR estimated and projected population 2005-2030

2. Location of Future Facilities

In proposing the remedy of an existing or future deficit, the Capital Improvements element must consider availability of potential sites; funding, community input and location of a proposed facility vis-à-vis the service radii analysis performed in Part III of this element.

VII. SUMMARY RECOMMENDATIONS

A. Generally

In order to have recreational facilities keep pace with growth within the City, the Level of Service is applied to the population to determine what facilities are needed to satisfy existing and future needs. This process has been performed for the short term planning period as well as the long term (through) 2030.

The result of this forecasting of future needs is incorporated into the Goals, Objectives and Policies that will guide the direction the City's Recreation and Open Space development will take.

Facility Recommendations ~~Trentwood Manor~~

~~A site called The Windsor Hill Way Property has been picked for a possible Tot Lot Playground in the Trentwood Manor subdivision. At this writing the City is in the process of acquiring the property.~~

~~Riverside Park~~

~~Provisions have been made through a new City policy to develop a practice soccer/football field at the Riverside Park facility, an 8.6 acre site which already contains 1 full soccer/football field, 4 tennis courts and an equipped play area.~~

B. Bicycle Related Facilities

Since the City of Tarpon Springs is fortunate enough to have a major bicycle trail, the Pinellas Trail, bisecting it's limits, there exists an exceptional opportunity to further develop this network to serve the entire bicycling community of Tarpon Springs. Following in line with this fact, policies are proposed to maximize the Trail's advantages serve the residents, visitors and business community.

These policies will facilitate the final design and construction of extensions to the Pinellas Trail to form a bikeway network; minimize traffic conflicts on the current trail facilities as well as on all future facilities; increase on road bicycle lanes through retrofitting of existing roads with expanded shoulders where feasible; and encourage placement of bike racks, benches, rest facilities and lockers in appropriate locations throughout the City.

C. Policy Recommendations

1. Americans with Disabilities Act

The City must provide for disabled access to all existing parks and recreational facilities in accordance with the Florida ADA and ensure that all future facilities developed or built within the City will be accessible to disabled persons.

2. Cooperation with Pinellas County School Board

The City will maintain the existing leases the City has for dual use facilities and further developing such facilities.

3. Location Policy for Future Facilities

A general policy that will be adopted by the City regarding the location of future facilities will be to locate such facilities in areas lacking them, whenever it is feasible. Also, the location of privately owned and operated facilities will be considered in this location process.

4. Anticipated New Facilities

- The City is planning to redevelop the existing landfill site (capped) into a major recreational facility to accommodate required and needed ball fields for baseball, softball, soccer, etc.
- ~~Construction is currently underway on an additional Little League field at Sisler Field. Funding might include a one-time donation of \$50,000 from Wal-Mart.~~

5. Economic Development

A major objective of the City is to promote economic development through cultural tourism by way of partnerships between commercial recreation providers and the City. Among the ways to achieve this are programs, policies and partnerships between City and commercial recreation providers that assist in promoting economic development through tourism. All such efforts must be based upon public benefit and be consistent with the City Charter and applicable ordinances.

The City will also attempt to encourage provisions for effective private recreational facilities to be built within planned communities, subdivisions, condominiums and apartment complexes.

VIII. GOALS, OBJECTIVES & POLICIES

GOAL 1: THE CITY SHALL ENSURE THE PROVISION, PROTECTION, AND MAINTENANCE OF A COORDINATED, EFFICIENT AND ACCESSIBLE SYSTEM OF PUBLIC AND PRIVATE RECREATIONAL PARKS AND FACILITIES WHICH MEET THE NEEDS OF CURRENT AND FUTURE RESIDENTS, VISITORS AND TOURISTS.

SATISFY EXISTING DEMAND

Objective 1.1: Eliminate existing recreational deficiencies in order to provide a complete range of recreational opportunities.

~~Policy 1.1.1.1: Acquire land for mini-park development in the Trentwood Manor neighborhood.~~

Policy 1.1.2-1: Develop the North Anclote Nature Park in accordance with the North Anclote River Park Management Plan.

Policy 1.1.3 2: Provide additional facilities to meet the Level of Service standards adopted herein for existing residents and visitors.

Policy 1.1.43: The City shall maintain all existing parklands. The sale, lease or donation of parkland for any purpose other than recreation shall require approval through referendum.

Policy 1.1.5 4: Do not vacate any rights of way and/or easements that provide shoreline access or vistas.

Policy 1.1.6 5: Provide access for disabled persons at all existing public parks and recreational facilities in accordance with the Florida ADA.

CREATE NEW RECREATIONAL OPPORTUNITIES

Objective 1.2: Provide a coordinated system of recreational opportunities that keeps pace with future population and economic growth.

Policy 1.2.1: Adopt the following Level of Service Standard for recreation facilities:

FACILITY	LEVEL OF SERVICE STANDARD
Baseball	1 Diamond / 6,750 Persons
Basketball	1 Court / 2,600
Boat Launching	1 Boat Ramp / 6,750 Persons
Football/Soccer	1 Field / 3,333 Persons

General Play	1 Equipped Play Area / 1,250 Persons
Little League Baseball	1 Field / 5,000 Persons
Nature Study	1 Mile of Trail / 10,000 Persons
Shuffleboard	1 Court / 3,570 Persons
Softball	1 Field / 10,000 Persons
Tennis	1 Court / 2,000 Persons
Volleyball	1 Court / 6,000 Persons

Policy 1.2.2: Adopt the following Level of Service Standards for recreation site acreage needs:

RECREATION SITE	LEVEL OF SERVICE
Mini-Park	0.8 Acres / 1,000 Persons
Neighborhood Park	1.0 Acre / 1,000 Persons
Community Park	1.5 Acre / 1,000 Persons

Policy 1.2.3: Locate future facilities to provide service to all geographic portions of the City, taking into consideration private recreation facilities.

~~Policy 1.2.4: Develop a practice soccer/football field at Riverside Park.~~

~~Policy 1.2.5: Develop an equipped play area in a non environmentally sensitive section of the North Anclote Nature Park.~~

Policy 1.2.6-4: Update the Parks and Recreation Service impact fee to reflect amended Level of Service and needs analysis. This will be completed during the short range planning period.

Policy 1.2.7 5: Work with Pinellas County School Board to maintain existing leases and to develop dual use facilities.

Policy 1.2.8 6: Encourage provisions for private facilities to be built within planned communities, subdivisions, condominiums and apartment complexes.

Policy 1.2.9 7: All new public parks and recreation facilities shall be made accessible to disabled persons in accordance with the standards of the Florida ADA.

Policy 1.2.8: The City shall evaluate building a public aquatic facility within the next five years.

COMMUNITY TRAIL NETWORK

Objective 1.3: Maximize recreational opportunities for bicyclists, skaters and pedestrians by enhancing and expanding the Pinellas Trail and the sidewalk network within the city.

Policy 1.3.1: Work with Metropolitan Planning Organization (MPO) in the final design and construction of extensions to the Pinellas Trail to form a bikeway network.

Policy 1.3.2: Reduce traffic conflicts on the Pinellas Trail.

Policy 1.3.3: Minimize traffic conflicts on all future extensions of the Pinellas Trail.

Policy 1.3.4: Encourage placement of bike racks, benches, rest facilities and lockers at appropriate locations within City.

~~Policy 1.3.5: Increase bicycle lane network through retrofitting of existing roads with expanded shoulders at time of repaving, where right of way is available to do so.~~

Policy 1.3.5 The City shall require that bicycle lanes be constructed where technically feasible, as part of new road construction or resurfacing projects.

Policy 1.3.6 The City shall prepare and adopt a comprehensive bicycle and pedestrian master plan by the year 2010.

PROMOTE TOURISM

Objective 1.4: Promote economic development through cultural tourism by way of partnerships between commercial recreation providers and the city.

Policy 1.4.1: Promote cultural tourism within the City through standards and procedures that encourage complimentary recreational activities.

Policy 1.4.2: Advocate programs, policies and partnerships between City and commercial recreation providers that assist in promoting economic development through tourism.

ENVIRONMENT AND PASSIVE RECREATION

Objective 1.5: Preserve environmentally sensitive and endangered lands for passive recreation.

Policy 1.5.1: The City shall promote preservation of environmentally sensitive and scenic areas for passive recreational uses.

Policy 1.5.2: Land designated as Recreation/Open Space by the Future Land Use Map shall be protected from the establishment or expansion of incompatible uses.

Policy 1.5.3: Preserve environmentally sensitive open spaces in perpetuity through conservation easements.

Policy 1.5.4: Kayak and canoe launches shall include stable paths to provide ease of access from launch areas to loading and unloading areas.

REFERENCES

Outdoor Recreation in Florida, DEP, 1994. 2000

City of Tarpon Springs Evaluation & Appraisal Report, 1996. 2006

Pinellas County Comprehensive Plan - Recreation & Open Space Element, February 1998.

Pinellas County MPO Bikeways Plan – December, 1996.

Characteristics of the Population: General Population Characteristics - Florida 1980 Census of Population. Publ. No. PC80-1-B11

The Up Close 1990 Census Sourcebook, Vol. 5 National, 1992 Upclose Publishing

Tarpon Springs, Florida, The Early Years, by Gertrude Stoughton, 1975.

City of Pinellas Park, Recreation and Open Space Element of Comprehensive Plan

1989 Recreation and Open Space Element, City of Tarpon Springs

1989 Interlocal Planning Agreement

City of Largo, Recreation and Open Space Element of Comprehensive Plan

City of Clearwater, Recreation and Open Space Element of Comprehensive Plan

Florida State Statutes, Chapters 163 and 187, 1997.

The U.S. Census Bureau, The Official Statistics, from website: <http://www.census.gov/contacts/www/c-data.html>.

City of Tarpon Springs Comprehensive Plan, Recreation and Open Space Element, 1989.

Guide to the Pinellas Trail, 11th Edition, Spring 1998, Pinellas County Planning/MPO.

City of Tarpon Springs, Recreation Division 1998 Spring/Summer Brochure.

Florida Parks – A Guide To Camping in Nature, by Gerald Grow, 1993.

The U.S. Outdoor Atlas & Recreation Guide, by John Oliver Jones, 1992.



March 21, 2012

Paul E. Smith
Public Services Director
City of Tarpon Springs
P.O. Box 5004
324 E. pine Street
Tarpon Springs, FL 34688-5004

Re: TARPON SPRINGS LANDFILL
Task Work Order under General Engineering Contract
Redevelopment Feasibility Services
Tarpon Springs, Pinellas County, Florida

Cardno TBE

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA
Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294
Email tbe@CardnoTBE.com
www.CardnoTBE.com

Dear Mr. Smith:

Pursuant to your request, Cardno TBE is pleased to provide the attached proposal for Professional Consulting Services as part of our existing General Engineering Contract for the proposed Community Sports Complex at the former Tarpon Springs Landfill. It is our understanding Cardno TBE shall assist the City in developing a "road map to redevelopment" of the former landfill property, with the following initial tasks: update the grant funding strategies and incentives research; provide funding identification and outreach; expand the 2009 preliminary environmental feasibility report and permitability evaluation; update and modify the conceptual design plans; attend meetings with various stakeholders, funding and permit agencies; and provide a list of design/permit options for the City to consider in Phase II. To accomplish this assignment our proposed scope of services describing the necessary tasks are attached for your review and consideration

We appreciate your consideration of Cardno TBE for this work. These services would constitute a Task Work Order under the existing General Engineering Contract with the City of Tarpon Springs, dated November 15, 2011. We are prepared to initiate professional services immediately upon your authorization to proceed.

Sincerely,

CARDNO TBE (AKA TBE GROUP, INC.)

Bryan.Zarlenga@cardnotbe.com
Digitally signed by
Bryan.Zarlenga@cardnotbe.com
DN: cn=Bryan.Zarlenga@cardnotbe.com
Date: 2012.03.21 13:31:30 -04'00'

Bryan L. Zarlenga, PE
Director of Site Development

cc: Miles Ballogg, CardnoTBE
Rick Hagberg, Cardno TBE
Don McCullers, Cardno TBE
Terry Griffin, Cardno TBE

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**TASK WORK ORDER
TARPON SPRINGS LANDFILL REDEVELOPMENT FEASIBILITY ANALYSIS
55+/- ACRE PARCEL
TARPON SPRINGS, FLORIDA**

Cardno TBE (hereinafter referred to as the "CONSULTANT") understands that City of Tarpon Springs, (hereinafter referred to as the "CLIENT") wishes to obtain a "Road Map" for redeveloping the existing Landfill Site into a new Community Sports Complex. The following services will be provided:

- Update the grant funding strategies and incentives research;
- Provide funding identification and outreach;
- Update and expand on the 2009 feasibility analysis report and permitability evaluation;
- Update and modify the conceptual design plans;
- Attend meetings with various stakeholders, funding and permit agencies; and
- Provide a list of design/permit options for the City to consider in Phase II.

Based on the various stakeholders input and potential funding sources, the conceptual design update could be altered slightly from the 2009 previously approved plans, however, it will generally show multiple baseball fields, multi-use fields, a concession stand, passive nature trail and environmental education features with associated parking on the 55+ acre site.

TASK I. GRANT FUNDING STRATEGIES AND INCENTIVES RESEARCH

The CONSULTANT will update the existing Potential Funding and Incentives Summary dated September 2009, and will seek more recent grant/funding opportunities (from Federal, State and local sources and foundations) pertaining to the redevelopment of the Tarpon Springs Landfill into a regional community sports park and recreational facility.

The CONSULTANT will research and update potential grants pertaining to brownfields redevelopment issues, recreation grants, youth-related grants and other funding opportunities that could potentially provide resources to make the sports complex a reality. Additionally, the CONSULTANT will assist the CLIENT with identifying other grants and incentives that could potentially assist with the proposed project including; addressing health issues (such as childhood diabetes and obesity), and preventative health measures through the use of recreational facilities and open space / green space, as well as economic development grants.

Updates and new information will be provided for the following:

Potential Brownfields Incentives and Grants:

- FDEP Brownfield Liability Protection *
- Brownfield Voluntary Cleanup Tax Credits - including up to 75% of eligible cleanup costs if necessary *
- FDEP Brownfield Targeted Site Assessment Funding (Up to \$125,000 in source removal and assessment assistance, if necessary).
- EPA Brownfields Targeted Site Assessment Grants
- EPA Brownfields Assessment Grants

- EPA Brownfields Cleanup Grants
- EPA Brownfields Cleanup Revolving Loan Funds
- EPA Brownfields Planning Grants
- EPA Technical Assistance pertaining to the redevelopment of Brownfields Sites
- EPA Brownfields Job Training Grants
- EPA Multipurpose Brownfields Grants

* FDEP and State Brownfields Incentives Require the Property to be designated as a State Brownfields Area. The Consultant will provide a separate proposal for Brownfields Designation services upon request.

Some Other Potential Grants:

- SWFWMD – Cooperative Agreement Funding for Creative and Innovative Stormwater Treatment and Environmental Education
- Florida Department of Agriculture – Community and Urban Forestry Grants.
- State of Florida Cultural Facilities Program.
- Health Related Grants
- Economic Development Grants and Incentives

Potential Parks & Recreation Grants

- Florida Recreation Development Assistance Program Grants
- State of Florida Recreational Trails Program

Potential Foundation and other Funding:

- US Soccer Foundation
- NFL Foundation
- Robert Wood Johnson – Health Grants
- Others as identified (see foundation list below)

The CONSULTANT will provide an updated listing of grant types by activity and category, and will provide listings of funding opportunities from Federal, State and regional agencies (such as Pinellas County), as well as private sources of funding; with a summary of other incentives identified. This summary will include recommended grants to pursue and specific application information for each recommendation.

TASK II. FUNDING IDENTIFICATION AND OUTREACH

The CONSULTANT will contact a number of grant and funding sources, as well as potential redevelopment partners, and will attempt to arrange conference calls or in-person meetings/tours of the Tarpon Springs Landfill to explore future funding and redevelopment opportunities. These meetings will be conducted with City Staff and the core project team in an attempt to raise the level of awareness of the project, enhance opportunities for funding, and determine the feasibility for public/private partnerships to enhance the impact to the local economy through the creation of regional sports complexes that may support tournaments, training facilities and viable public/private partnerships.

The following are the types of potential redevelopment and funding partners will be contacted.

- EPA Region IV Brownfields Program – funding Agency

- FDEP Brownfields Program – Incentives and Technical Assistance
- Federal Health Agencies – Health and Human Services, Agency for Toxic Disease Registry and others
- Sports Foundations Including but not limited too :
 - o National Soccer Foundation
 - o Major League Baseball (MLB) Charities
 - o Major League Baseball Players Trust
 - o Baseball Tomorrow Fund (MLB)
 - o Urban Youth Academy (MLB)
 - o Major League Soccer (MLS)
 - o U. S. Soccer Foundation
 - o US Lacrosse Foundation
 - o Florida Sports, as a division of Enterprise Florida, Inc
 - o Women's Sports Foundation
 - o United States Rugby Foundation
 - o Others as Identified
- Sports Complex Developers
 - o LakePoint Sports Development Group
 - o Freedom Harbor LLC
 - o Adam Smith Enterprises Inc.
 - o Others as Identified

TASK III. EXPANDED FEASIBILITY ANALYSIS / PERMITTABILITY DETERMINATIONS

A. EXPANDED FEASIBILITY ANALYSIS REPORT

Numerous challenges affect the redevelopment potential of a large municipal solid waste (MSW) facility like the Tarpon Springs Landfill. Challenges include geotechnical/subsidence issues, surface water management, landfill gas, and groundwater impacts. To better define, in both general terms and on a site-specific basis, the magnitude of these challenges, a feasibility study was completed by the CONSULTANT in 2009. While this document included general discussions related to each technical issue, it did not include specific preliminary design components for landfill redevelopment. Therefore, an Expanded Feasibility Evaluation Report will be prepared that provides additional details related to specific design elements of the landfill, including but not limited to the following:

- Introduction
- Tarpon Springs Landfill Background
- Preliminary and Conceptual Design Elements
 - o General
 - o Fill Grading
 - o Geotechnical
 - o Surface Water Management
 - o Landfill Gas
 - o Groundwater / Leachate
- Anticipated Permit Requirements
- Recommendations / Project Phasing

For the Expanded Feasibility Analysis, it is anticipated that additional design details will be developed for the key elements outlined above. However, the level of design may vary depending on the phasing of the project, and all design elements will be considered preliminary. However, to the degree possible within the approved scope of services, Cardno TBE will develop sufficient design criteria from which to determine permitability of the critical activities required to support redevelopment (see Task B).

Note – This task may be modified through discussions with the CLIENT to shift preliminary design efforts between select tasks, and/or to focus on a task more critical to the short term objectives of the project. For example, preliminary design activities could be shifted from gas venting designs (for instance) to ponds and an entry feature south of Meres Boulevard (See Task VII below)

B. FDEP PERMIT REVIEW AND PERMITTABILITY EVALUATION

In 1988, The FDEP added its basic regulatory requirements for use of old, closed landfills to its Solid Waste Management Facilities rule, Chapter 62-701, Florida Administrative Code (F.A.C.). The language is contained in Rule 62-701.610(7), F.A.C. and reads, “*Closed landfill areas, if disturbed, are a potential hazard to public health, groundwater and the environment. The Department retains regulatory control over any activities which may affect the integrity of the environmental protection measures such as landfill cover, drainage, liners, monitoring system, or leachate and stormwater controls. Consultation with the Department is required prior to conducting activities at the closed landfill areas*”.

The Consultant is currently assisting the City with the renewal of the Long Term Care Permit for the Tarpon Springs Landfill (Landfill), and is intimately familiar with the current design and environmental conditions at the landfill. However, the level of permit modifications that will be required to support redevelopment at the landfill site will need to be determined in greater detail as design elements of the landfill redevelopment are refined and expanded. To determine the optimum approach and permit requirements for individual components of the redevelopment design, the Landfill, CONSULTANT will prepare for and attend up to six (6) meetings with the Florida Department of Environmental Protection (FDEP) to discuss the development of the Landfill into the proposed Community Sports Complex. These meetings are anticipated to address various design elements for the sports complex (e.g., drainage and ERP, Landfill Cap and Cover, Utilities, Gas Migration, Buildings, etc.). Required modifications to the existing Long-Term Care permit will be discussed and documented. Specifically, any FDEP design modifications including required modifications of the existing landfill cap and any required modifications to the methane venting and monitoring requirements, surface water management, groundwater/leachate and geotechnical issues will be identified, if any. The Consultant will also determine if conceptual design permits can be obtained for independent elements of the final design, however, no permitting or engineering modifications will be included under this initial Task Work Order.

TASK IV. UPDATE CONCEPTUAL DESIGN PLANS

The CONSULTANT will continue to work with the CLIENT to update the 2009 Conceptual Plans (2-dimensional) and the 1-colored rendering (perspective view) based on grant funding directions, comments received from the Sports Commission, input from various stakeholders and the findings obtained through the Feasibility task. Work to also include the attendance at four (4) meetings with the CLIENT and Project Team during this phase. Additional concept plans requested by the CLIENT beyond the initial three (3) will be done on a lump sum, or an hourly basis in accordance with the time

charge basis (Method II) of the City Engineer of Record Agreement between the CONSULTANT and the CLIENT.

TASK V. MEETINGS AND COORDINATION

The CONSULTANT will provide miscellaneous Meetings and Coordination services such as: Attendance at meetings with various stakeholders, pre-applications with agencies, design charettes with various stakeholders, public meetings, site visits, and presentation to BOCC with the CLIENT; along with miscellaneous coordination with the CLIENT and various other Consultants in preparation of our reports. For the purposes of this scope, it is estimated that approximately 60 man hours may be required for this task (including meeting preparation and minutes); however, if additional coordination is required, it will be done in accordance with the attached hourly rate schedule.

TASK VI. DESIGN OPTIONS FOR PHASE II

Based upon the information gathered during the above Tasks, the CONSULTANT will develop a flowchart and/or conceptual schedule that will identify the priority for detailed design and permitting tasks. For instance, we anticipate that a mass grading plan may be required prior to stormwater design and permitting, and that the stormwater permitting would be required prior to leachate and gas management design. Alternatively, Cardno TBE will provide a list of full design and permitting options that the CLIENT may choose to initiate during a Phase II Task Order with the CONSULTANT. Such a design might be limited to a portion of the site (e.g., Entrance Features or initial playgrounds, etc.) so that the project can be phased to match funding. In addition to the various design options, the CONSULTANT will also provide preliminary cost estimate updates and estimated time lines for the various design, permitting and construction aspects of the project. These tasks will be based off of a preferred conceptual site plan and should only be considered a general estimate of time and cost at this initial stage.

MISCELLANEOUS - SERVICES NOT INCLUDED

The following is a list of supplemental services that are not included under this proposal. These services shall be considered additional services and an additional scope and fee shall be negotiated. The CONSULTANT shall only conduct such services upon authorization by the CLIENT.

1. The CONSULTANT shall not be responsible for attendance at legal meetings, hearings, variances, attorney conferences or construction claims conferences. A separate scope and fee will be provided if additional meetings are requested by the CLIENT.
2. The CONSULTANT shall not be responsible for the plans review fee charged by governmental agencies, costs of permits, impact fees, and consultant fees for outside consultants such as architects, geotechnical engineers, attorney's, etc.
3. Only conceptual design plans are included as part of this Scope. Final civil engineering site, construction plans, permitting, and/or any other consultant services not specifically identified above are not included as part of this proposal and will be submitted under separate scope, if necessary
4. The CLIENT will provide the following:
 - a. Electronic and Hard Copies of all pertinent Surveys
 - b. Geotechnical Reports and Recommendations, if available

- c. Complex program desires
- d. All applicable reports (environmental, planning, redevelopment, etc.) related to the landfill site or the surrounding area

SCHEDULE

The Task Work Order schedule shall commence upon the provision of a NOTICE TO PROCEED by the CLIENT and shall be completed within 90 calendar days.

COMPENSATION AND FEE SCHEDULE

The CONSULTANT proposes to perform Phase I services on a lump sum basis. We further propose that any assistance outside of this scope be conducted on an as needed basis as part of a separate scope of services with a separate lump sum fee established. The CLIENT agrees to pay all invoices for services.

FEE BREAKDOWN

TASK I.	GRANT FUNDING STRATEGIES AND INCENTIVES RESEARCH.....	\$ 5,680
TASK II.	FUNDING IDENTIFICATION AND OUTREACH	\$ 10,630
TASK III.	EXPANDED FEASIBILITY ANALYSIS / PERMITTABILITY DETERMINATIONS	
	A. EXPANDED FEASIBILITY ANALYSIS REPORT.....	\$ 39,100
	B. FDEP PERMIT REVIEW AND PERMITABILITY EVALUATION	\$ 9,280
TASK IV.	UPDATE CONCEPTUAL DESIGN PLANS	
	A. CONCEPT PLANS.....	\$ 7,900
	B. RENDERING	\$ 4,370
TASK V.	MEETINGS AND COORDINATION.....	\$ 9,020
TASK VI.	DESIGN OPTION FOR PHASE II.....	<u>\$ 10,005</u>
TOTAL		\$ 95,985

This proposal is based on the City Engineer of Record Agreement between the CONSULTANT and the CLIENT.

We appreciate your consideration of our firm for this work and look forward to working with you on this project.



Memorandum

Date: November 4, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Approve Change Order No. 3 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 (**Bob Robertson Project Administration Department Director, Janina Lewis Procurement Services Director**) (5 Minutes)

Recommendation

Approve Change Order No. 3 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 with Keystone Excavators, Inc. increasing the amount from \$5,287,545.58 to \$ 6,059,179.28 an increase of \$771,633.70 for the Public Works Department.

Background

On November 11, 2023, the Board awarded the contract. On September 17, 2024, the Board approved Change Order No. 1, increasing the contract value to \$4,886,031.20. On March 11, 2025, the Board approved Change Order No. 2, increasing the contract value to \$5,287,545.58. The purpose of this project is to provide significant stormwater improvements along Grosse Avenue, from Tarpon Avenue to Live Oak Street, as well as new infrastructure on adjacent streets, including Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. The scope of work also includes replacing aging potable water lines, installing new sewer pipes, and reconstructing roadways and sidewalks.

The purpose of Change Order No. 3 is that during construction, many items have been discovered that require additional and unexpected work. A good deal of potable water and sanitary sewer pipes that were assumed to be in good condition prior to construction were in poorer condition than expected, so the opportunity to upgrade this infrastructure was added to the project to improve water quality for local customers.

The project is approximately 95% complete, with steady and satisfactory progress (see attached memo). This change order extends the final contract completion date by 53 calendar days, setting the new completion date for December 23, 2025.

Funding

Funding for work under this change order will be provided in Project Number SU2305

402-4302-536.6300 \$ 25,000.00 Water-Sewer Fund
 402-4602-536.6300 \$ 25,000.00 Water-Sewer Fund
 101-8830-538.6300 \$ 240,544.57 ARPA Fund
 406-4802-538.6300 \$ 240,544.57 Stormwater Fund

307-8603-538.6300 \$ 240,544.57 Penny Fund

Total \$ 771,633.70

Strategic Plan Objective

N/A



Project Administration Department

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

Memorandum

Date: November 4, 2025
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. 230200-B-JL, Change Order No. 3

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$771,633.70** for the subject project, increasing the project cost from **\$5,287,545.58 to \$6,059,179.28** (a 14.6% increase) as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also includes replacing old potable water and sewer lines, roadway reconstruction, and sidewalk/curb reconstruction.

Construction on the project is approximately 95% complete and progress has been steady, satisfactory, and on schedule for completion by the contract completion date of December 23, 2025

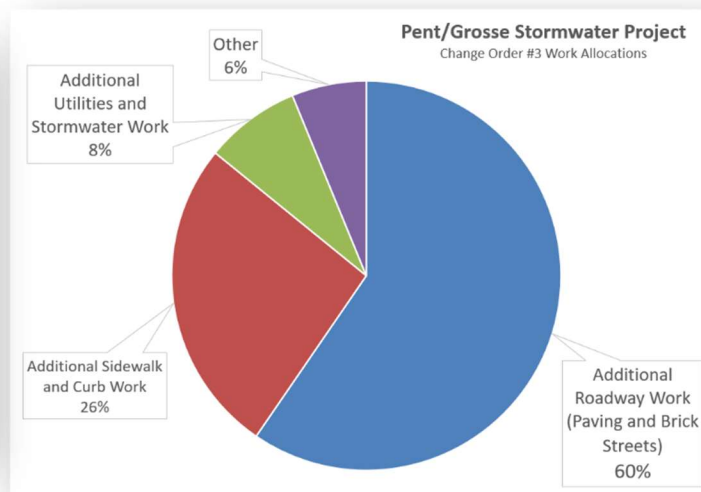
As it has been well-documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. Many potable water and sanitary sewer pipes that were assumed to be in good condition prior to construction were in poorer condition than expected, so

the opportunity to upgrade this infrastructure was added to the project to improve water quality for local customers.

Details of the proposed change order are included in the attached Change Order documentation. This change order is intended to be a final reconciliation of project quantities to finalize and complete the job. As part of this reconciliation, over **\$200,000** in project refund credits were applied to reduce the net change request to **\$771,633.70** as shown in the table below.

Description	Amount
Original Contract Value	\$ 4,599,264.20
CO #1	\$ 286,767.00
CO #2	\$ 401,514.38
Current Contract Value	\$ 5,287,545.58
Final Project Reconciliation	
Additions/Overages	\$ 975,179.71
Credits/Refunds	\$ (203,546.00)
Net Change for Proposed CO #3	\$ 771,633.70
Final Project Value	\$ 6,059,179.28



As indicated in the pie chart above, most of the additional work (86%) is associated with additional asphalt paving and brick paving and associated curb and sidewalk work that was beyond the original scope of work, most of which are project enhancements. These include the following:

- Paving of 13 public parking spaces for use by employees, residents, and Performing Arts Center visitors (previously unpaved).
- Extended paving of Live Oak Street after new stormwater infrastructure was installed to repair pre-existing street damage (double the original plan of asphalt for this area).
- Extended paving for the full width of Tarpon Avenue at Grosse Avenue (and removal of existing landscape “bump-outs”) after stormwater infrastructure was installed to provide a smoother surface and a more complete project restoration. The original plan only called for asphalt patching.
- For improved durability in high traffic areas, pavement thickness was increased in locations such as the intersection of Pine St. and Grosse Ave. and in front of the City Hall Building Maintenance area (location of dumpster collection and heavy equipment delivery/loading activities).
- Extra sod was provided along with the additional roadway work, where necessary, and installed for residents where their lawns and landscaping may have been impacted by the project.

- When the project was abandoned by the first contractor, they left behind an unpaved, dirt road. To help alleviate visitor, employee, and residential safe access and dust control concerns, the following actions were taken:
 - In the interim period when the project didn't have an active construction contract, the City paid for a temporary paving surface to be installed (a "chip seal" surface). This worked well but required the new contractor to excavate the temporary paving material when proper construction resumed, which was an additional excavation and road base reconstruction cost.
 - The original project plan called for paving most of Grosse Avenue in one mobilization by the paving subcontractor. Instead of waiting for the end of the project to complete the full length of paving, the contractor was able to complete early, partial paving of some sections to help alleviate the concerns above.

This change order does not amend the contracted final completion date of December 23, 2025. Project work is tracking towards completion at the contract completion date.

Funding

Funding for work under this change order will be provided in Project Number SU2305 through a combination of sources listed below. These figures and funding sources have been reviewed with and approved by the Finance Director.

402-4302-536.6300	\$ 25,000.00	Water-Sewer Fund
402-4602-536.6300	\$ 25,000.00	Water-Sewer Fund
101-8830-538.6300	\$ 240,544.57	ARPA Fund
406-4802-538.6300	\$ 240,544.57	Stormwater Fund
307-8603-538.6300	\$ 240,544.57	Penny Fund
Total	\$ 771,633.70	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	3
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		11/4/2025

☐ TIME CHANGE

☒ EXTRA WORK

☒ CREDIT

☐ OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:	<u>COST IMPACT</u>	<u>ADDITIONAL DAYS</u>
1. Credit of Unused Quantities (see attached detail sheet)	\$ (203,546.00)	N/A
2. Additions/Enhancements (see attached detail sheet)	\$ 975,179.71	N/A

Net Change Order	\$ 771,633.70	N/A
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Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 4,599,264.20
Change Order No. 1- approved 9/17/2024 increased Total Contract Sum to	\$ 4,886,031.20
Change Order No. 2- approved 3/11/2025 increased Total Contract Sum to	\$ 5,287,545.58
The Contract Sum will be increased by this Change Order No. 3 in the amount of	\$ 771,633.70
The new Contract Sum as a result of this Change Order #3 will be	\$ 6,059,179.28

The Final Completion Milestone prior to this Change Order was December 23, 2025
The Time for the Final Completion Milestone will be unchanged by NA days
The Final Completion Milestone as of this Change Order is therefore December 23, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 3 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Chris Cotta, Public Works Department Director DATE

Charles Rudd, City Manager, City of Tarpon Springs DATE

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

City of Tarpon Springs

Pent/Grosse Ave Stormwater Improvement Project

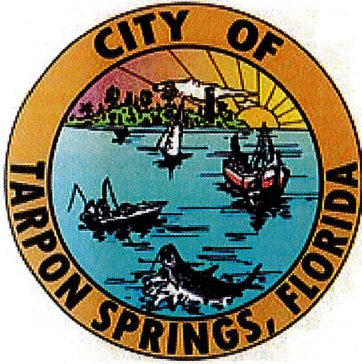
End-of-Project Cost Reconciliation (Change Order No. 3)

DRAFT for BOC Approval

Item No.	Description	Units	Final Quantity	Final Cost	Credits/ Refunds	Additional Work
0101 1	MOBILIZATION	LS	1.00	\$ 393,000.00		
0102 1	MAINTENANCE OF TRAFFIC	LS	1.00	\$ 230,000.00		
0104 10 3	SEDIMENT BARRIER	LF	750.00	\$ 2,062.50	\$ 8,096.00	
0104 11	FLOATING TURBIDITY BARRIER	LF	140.00	\$ 4,900.00		
0104 18	INLET PROTECTION SYSTEM	EA	26.00	\$ 7,150.00		
0110 1 1	CLEARING & GRUBBING	AC	6.48	\$ 42,120.00		
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2,326.56	\$ 62,817.12		\$ 21,612.15
0110 7 1	MAILBOX, F&I SINGLE	EA	19.00	\$ 4,750.00		
0120 1	REGULAR EXCAVATION	CY	9,667.78	\$ 154,684.48		\$ 80,096.96
0120 6	EMBANKMENT	CY	1,073.83	\$ 15,033.62		\$ 7,039.62
0160 4	TYPE B STABILIZATION	SY	7,951.07	\$ 127,217.12		\$ 59,649.28
285701	OPTIONAL BASE, BASE GROUP 01	SY	71.00	\$ 7,100.00		
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1,096.00	\$ 32,880.00		\$ 17,550.00
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	990.60	\$ 411,099.00		\$ 214,506.65
0400 4 1	CONCRETE CLASS IV, CULVERTS	CY	79.00	\$ 200,265.00		
0415 1 1	REINF STEEL- ROADWAY	LB	9,805.00	\$ 17,158.75		
0520 2 4	CONCRETE CURB, TYPE D	LF	5,367.00	\$ 287,134.50		\$ 70,834.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2,053.87	\$ 195,117.65		\$ 43,867.20
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1,163.22	\$ 147,147.33		\$ 69,324.53
0527 2	DETECTABLE WARNINGS	SF	261.00	\$ 10,440.00		
0550 10220	FENCING, TYPE B, 5.1-6.0, Black vinyl	LF	258.00	\$ 18,447.00		
0570 1 2	PERFORMANCE TURF, SOD	SY	24,332.09	\$ 243,320.90		\$ 52,222.20
0425 2 61	MANHOLES, P-8, <10'	EA	2.00	\$ 15,600.00		
0425 2 62	MANHOLES, P-8, >10'	EA	1.00	\$ 11,000.00		
0425 2 91 -A	MANHOLES, J-8, <10' -- Install one (1) stored units	EA	1.00	\$ 6,200.00		
0425 2 91 -B	MANHOLES, J-8, <10' -- Furnish and install one (1) additional	EA	1.00	\$ 9,200.00		
0425 2 92	MANHOLES, J-8, >10'	EA	2.00	\$ 137,000.00		
0425 1351 - A	INLETS, CURB, TYPE P-5, <10' -- Install two (2) stored units	EA	2.00	\$ 13,500.00		
0425 1351 - B	INLETS, CURB, TYPE P-5, <10' -- Furnish and install one (1) additional	EA	1.00	\$ 11,750.00		
0425 1361 - A	INLETS, CURB, TYPE P-6, <10' -- Install five (5) stored units, all five (5) need inlet tops	EA	5.00	\$ 46,000.00		
0425 1361 - B	INLETS, CURB, TYPE P-6, <10' -- Furnish and install five (5) additional	EA	5.00	\$ 61,750.00		
0425 1451	INLETS, CURB, TYPE J-5, <10'	EA	1.00	\$ 12,000.00		
0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1.00	\$ 19,800.00		
0425 1461 - A	INLETS, CURB, TYPE J-6, <10' -- Install one (1) stored unit, needs inlet top	EA	1.00	\$ 9,200.00		
0425 1461 - B	INLETS, CURB, TYPE J-6, <10' -- Furnish and install two (2) additional	EA	3.00	\$ 29,400.00		\$ 9,800.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1.00	\$ 6,650.00		
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	2.00	\$ 25,500.00		
0430982129 - B	MITERED END SECTION, OPTIONAL ROUND, 24" CD, INSTALL STORED MES PIPE	EA	1.00	\$ 2,500.00		
430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	1.00	\$ 9,500.00		
0430175118 - A	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD, F&I	LF	82.00	\$ 15,170.00		\$ 1,295.00
0430175118 - B	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD, INSTALL STORED PIPE	LF	32.00	\$ 4,640.00		
0430175124 - A	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD, F&I	LF	231.00	\$ 51,975.00		

SPECIAL - 25	INSTALL SHOCK PAD UNDER BIKE TRAIL (17 FT X 20 FT X 6-INCH DEEP), SEE PLAN SHEET 18	SY	38.00	\$ 21,850.00		
Defect Remedy - 1	Remove and dispose four off-spec sections of installed box culvert (original materials rejected). Installation for new material accounted for in base bid items 0400_4_1 and 0415_1_1"	LS	1.00	\$ 19,000.00		
Defect Remedy - 2	Remove and dispose of off-spec structure S-24 and associated RCP as marked on plans	LS	1.00	\$ 6,750.00		
Defect Remedy - 3	Remove and dispose of structure S-38	LS	1.00	\$ 6,750.00		
Defect Remedy - 4	Locate and repair leaking RCP between existing S-36 to S-38	LS	1.00	\$ 15,000.00		
Defect Remedy - 5	Regrade and replace +/- 3-ft high block wall between 111+90 to 114+70 minus driveways. Repair damaged wall at 313 N Grosse.	LS	1.00	\$ 32,500.00		
Defect Remedy - 6	Remove and replace additional damaged sidewalk throughout project in addition to base bid	SY	-	\$ -	\$ 31,625.00	
Defect Remedy - 7	Remove and replace additional damaged driveways throughout project in addition to base bid	SY	-	\$ -	\$ 15,180.00	
Alt 1	Clean and dispose of sediments in existing storm drain infrastructure (based on 60-inch avg diameter)	LF	1,756.00	\$ 64,094.00		
Alt 2	Video inspection of existing storm drain infrastructure	LS	1.00	\$ 25,000.00		
Alt 3	Landscaping pond 2, pond 3, and corner of Spruce/Grosse in accordance with Plan Sheet Number 95-99	LS	0.90	\$ 28,800.00	\$ 3,200.00	
CO1	Change Order Number 1			\$ 264,281.76	\$ 22,485.24	
CO2 Partial	Change Order No. 2 to Existing Line Items, Total Value \$137,705.93			included in line items above		
CO2 Partial	Change Order No. 2 New Line Items, Total Value \$263,808.45			\$ 266,849.51		\$ 3,041.07
CO3 Partial	Change Order No. 3 ADDITIONAL ITEMS (Extended dust control, MOT, port-o-lets, decorative wall reshoring/restoration)			\$ 111,673.07		\$ 111,673.07
Subtotals					\$ 207,261.24	\$ 949,834.56

Net Total	\$ 742,573.32
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CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
DATE: 03/11/2025
SUBJECT: Approve Change Order No. 2 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

RECOMMENDATION:

Approve Change Order No. 2 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 with Keystone Excavators, Inc. increasing the amount from \$4,886,031.20 to \$5,287,545.58 an increase of \$401,514.38 for the Public Works Department.

BACKGROUND:

On November 11, 2023, the Board awarded the contract. On September 17, 2024, the Board approved Change Order No. 1, increasing the contract value to \$4,886,031.20. The purpose of this project is to provide significant stormwater improvements along Grosse Avenue, from Tarpon Avenue to Live Oak Street, as well as new infrastructure on adjacent streets, including Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. The scope of work also includes replacing aging potable water lines, installing new sewer pipes, and reconstructing roadways and sidewalks.

During construction, unforeseen issues have arisen, requiring additional work. Many potable water and sanitary sewer pipes initially assumed to be in good condition were found to be deteriorated, necessitating their replacement to enhance water quality for local customers.

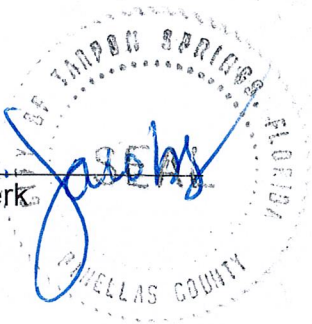
The project is approximately 75% complete, with steady and satisfactory progress (see attached). This change order extends the final contract completion date by 53 calendar days, setting the new completion date for December 23, 2025.

FUNDING: Bid No. 230200-B-JL - Project No. SU2305

402-4602-536.6300 (Water-Sewer Fund)	\$111,040.00	27.7%
406-4802-538.6300 (Stormwater Fund)	\$290,474.38	72.3%
Total	\$401,514.38	

Accepted by: 
City Manager

Attest: 
City Clerk





Project Administration Department

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

Memorandum

Date: March 11, 2015
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. # 230200-B-JL, Change Order No. 2

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$401,514.38** for the subject project, increasing the project cost from **\$4,886,031.20** to **\$5,287,545.58** as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also include replacing old potable water lines, and install new sewer pipe, and roadway and sidewalk reconstruction.

Construction on the project is approximately 75% complete and progress has been steady and satisfactory. Although the revised contract completion date is October 31, 2025, major construction work is expected to be complete by the end of this summer.

As has been well documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. Many potable water and sanitary sewer pipes that were assumed to be in good condition prior to construction are in poorer condition than expected, so that

infrastructure has been added to the project as well to improve water quality for local customers.

Most of the contract’s Board-approved contingency has been used for many of the unforeseen items, but it is not sufficient to cover everything. Details of the proposed change order are included in the attached Change Order documentation. While we have done our best to estimate the extent of the currently projected additional services, some additional minor changes may be required in the future.

This change order increases contracted final completion time by 53 calendar days, extending the contract completion date to December 23, 2025.

Funding

Funding for this work will be provided in Project Number SU2305 through a combination of sources listed below. These figures and funding sources have been reviewed with the Finance Director.

402-4602-536.6300 (Water-Sewer Fund)	\$111,040.00	27.7%
<u>406-4802-538.6300 (Stormwater Fund)</u>	<u>\$290,474.38</u>	<u>72.3%</u>
Total	\$401,514.38	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	2
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		3/11/2025



TIME CHANGE



EXTRA WORK



CREDIT



OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:

	<u>COST IMPACT</u>	<u>ADDITIONAL DAYS</u>
1. Additional labor and materials to cover grout and mortar repairs and adjustments needed for previously installed stormwater infrastructure including RCP pipe, associated stormwater structures, manholes. Please note that the City Stormwater Dept. is providing additional assistance to help reduce costs.	\$ 105,698.00	22 days
2. Value-added full replacement of existing clay lined sanitary sewer pipe, with new 8-inch PVC, manholes, and associated laterals along the length of Grosse Avenue, from Cypress Ave to slightly south of Orange Street (approx. 950 feet)	\$ 222,080.12	31 days
3. Synchronization and reconciliation of stormwater infrastructure estimated bid quantities with field-verified construction quantities	\$ 137,705.93	N/A
4. Credit of Change Order #1 from unused fund balance	\$ (42,960.24)	N/A
5. Relocate Storm Sewer on Grosse Ave (Design Credit)	\$ (21,009.43)	N/A
6. Relocate Grosse Ave. Storm Sewer (Additional Est. Construction Costs)	\$ 120,000.00	N/A
7. Relocate Grosse Ave. Storm Sewer (Credit for Add'l Construction Costs)	\$ (120,000.00)	N/A

Net Change Order

\$ 401,514.38

53 days

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please note that the project's remaining contingency balance has been left untouched for this Change Order. Retaining the remaining current contingency reserves is prudent as additional service authorizations are anticipated to be needed prior to project closeout. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE + Change Order #1)	\$ 4,886,031.20
The Contract Sum will be <u>increased</u> by this Change Order	\$ 401,514.38
The new Contract Sum including this Change Order #2 will be	\$ 5,287,545.58
The Original Contract Contingency Sum	\$ 200,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#7)	\$ 176,843.93
Remaining Contingency Balance	\$ 23,156.07
The Final Completion Milestone prior to this Change Order was <u>October 31, 2025</u>	
The Time for the Final Completion Milestone will be <u>increased</u> by <u>53</u> days	
The Final Completion Milestone as of this Change Order is therefore <u>December 23, 2025</u>	

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 2 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Tom Funcheon, Public Works Department Director DATE

Charles Rudd, City Manager, City of Tarpon Springs DATE

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



Project Administration Department

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

Memorandum

Date: September 17, 2024
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. # 230200-B-JL, Change Order No. 1

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$286,767.00** for the subject project, increasing the project cost from **\$4,599,264.20** to **\$4,886,031.20** as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also include replacing old potable water lines, and install new sewer pipe, and roadway and sidewalk reconstruction.

Construction on the project is approximately 65% complete and progress has been steady and satisfactory. The project is expected to be complete by Summer 2025.

As has been well documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. The largest cost impact has been the need to excavate previously installed large infrastructure and to replace much of it. Additionally, many potable water pipes that were assumed to be in good condition prior to construction are in poorer condition than expected, so that infrastructure has been added to the project as

well to improve water quality for local customers. Finally, there has been some cost impact of required ground stabilization material quantities that were required because of the temporary asphalt ("chip seal") surface that was placed over the roadway during the long (nearly 2-year) litigation period with the previous contractor and their surety agency.

Most of the contract's Board-approved contingency has been used for many of the unforeseen items, but it is not sufficient to cover everything. Details of the proposed change order are included in the attached Change Order documentation. While we have done our best to estimate the extent of the currently projected additional services, some additional changes may be required in the future.

This change order does not affect the contracted final completion date of September 14, 2025.

Funding

Funding for this work will be provided in Project Number SU2305 through a combination of sources listed below. These figures have been reviewed with the Finance Director.

402-4302-536.6300 (Water Supply)	\$11,470.68	4%
402-4602-536.6300 (Sewage Collection)	\$11,470.68	4%
<u>406-4802-538.6300 (Stormwater)</u>	<u>\$263,825.64</u>	<u>92%</u>
Total	\$286,767.00	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	1
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		9/17/2024

☐

TIME CHANGE



EXTRA WORK

☐

CREDIT

☐

OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:**COST
IMPACT****ADDITIONAL
DAYS**

Additional labor and materials to cover miscellaneous project items that quantities have been exceeded due to previous contractor's deficiencies, re-inspection and needed re-work (e.g. excavation, road base & stabilization, concrete aggregate, utility fixtures, etc.)

\$146,840.00**N/A**

Maintenance of traffic revisions and associated extensions due to additional work.

\$ 13,197.00**N/A**

Additional labor and materials for reinforced concrete ditch pavement

\$ 47,775.00**N/A**

Additional labor and materials for additional 6-inch sanitary sewer laterals

\$ 32,700.00**N/A**

Hurricane Debby and utility related construction delays encountered (potentially eligible for partial FEMA reimbursement)

\$ 46,255.00**N/A****Net Change Order****\$286,767.00****0 days**

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please note that the project's remaining contingency balance has been left untouched for this Change Order. Retaining the remaining current contingency reserves is prudent as additional service authorizations are anticipated to be needed prior to project closeout. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 4,599,264.20
The Contract Sum will be _____ increased _____ by this Change Order	\$ 286,767.00
The new Contract Sum including this Change Order will be	\$ 4,886,031.20

The Original Contract Contingency Sum	\$ 200,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#5)	\$ 151,027.43
Remaining Contingency Balance	\$ 48,972.57

The Final Completion Milestone prior to this Change Order was September 14, 2025
The Time for the Final Completion Milestone will be unchanged by N/A days
The Final Completion Milestone as of this Change Order is therefore September 14, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 1 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director	DATE
--	------

Tom Funcheon, Public Works Department Director	DATE
--	------

Mark LeCouris, City Manager, City of Tarpon Springs	DATE
---	------

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*
DATE: 09/17/2024
SUBJECT: Approve Change Order No. 1 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

RECOMMENDATION:

Approve Change Order No. 1 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 with Keystone Excavators, Inc. increasing the amount from \$4,599,264.20, to \$4,886,031.20 an increase of \$286,767.00 for the Public Works Department.

BACKGROUND:

On November 11, 2023, the Board awarded the contract. The purpose of this change order is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also includes replacing old potable water lines, install new sewer pipes, and roadway and sidewalk reconstruction. The project is approximately 65% complete and expected to be completed Summer 2025.

FUNDING: Bid No. 230200-B-JL - Project No. SU2305

402-4302-536.6300 (Water Supply)	\$11,470.68	4%
402-4602-536.6300 (Sewage Collection)	\$11,470.68	4%
406-4802-538.6300 (Stormwater)	\$263,825.64	92%
Total	\$286,767.00	

Accepted by: 
City Manager

Attest: 
City Clerk





Project Administration Department

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

Memorandum

Date: September 17, 2024
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. # 230200-B-JL, Change Order No. 1

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$286,767.00** for the subject project, increasing the project cost from **\$4,599,264.20** to **\$4,886,031.20** as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also include replacing old potable water lines, and install new sewer pipe, and roadway and sidewalk reconstruction.

Construction on the project is approximately 65% complete and progress has been steady and satisfactory. The project is expected to be complete by Summer 2025.

As has been well documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. The largest cost impact has been the need to excavate previously installed large infrastructure and to replace much of it. Additionally, many potable water pipes that were assumed to be in good condition prior to construction are in poorer condition than expected, so that infrastructure has been added to the project as

well to improve water quality for local customers. Finally, there has been some cost impact of required ground stabilization material quantities that were required because of the temporary asphalt ("chip seal") surface that was placed over the roadway during the long (nearly 2-year) litigation period with the previous contractor and their surety agency.

Most of the contract's Board-approved contingency has been used for many of the unforeseen items, but it is not sufficient to cover everything. Details of the proposed change order are included in the attached Change Order documentation. While we have done our best to estimate the extent of the currently projected additional services, some additional changes may be required in the future.

This change order does not affect the contracted final completion date of September 14, 2025.

Funding

Funding for this work will be provided in Project Number SU2305 through a combination of sources listed below. These figures have been reviewed with the Finance Director.

402-4302-536.6300 (Water Supply)	\$11,470.68	4%
402-4602-536.6300 (Sewage Collection)	\$11,470.68	4%
406-4802-538.6300 (Stormwater)	\$263,825.64	92%
Total	\$286,767.00	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	1
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		9/17/2024

☐ TIME CHANGE	☒ EXTRA WORK	☐ CREDIT	☐ OTHER
--------------------------------------	--	---------------------------------	--------------------------------

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:	<u>COST IMPACT</u>	<u>ADDITIONAL DAYS</u>
Additional labor and materials to cover miscellaneous project items that quantities have been exceeded due to previous contractor's deficiencies, re-inspection and needed re-work (e.g. excavation, road base & stabilization, concrete aggregate, utility fixtures, etc.)	\$146,840.00	N/A
Maintenance of traffic revisions and associated extensions due to additional work.	\$ 13,197.00	N/A
Additional labor and materials for reinforced concrete ditch pavement	\$ 47,775.00	N/A
Additional labor and materials for additional 6-inch sanitary sewer laterals	\$ 32,700.00	N/A
Hurricane Debby and utility related construction delays encountered (potentially eligible for partial FEMA reimbursement)	\$ 46,255.00	N/A

Net Change Order	\$286,767.00	0 days
-------------------------	---------------------	---------------

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please note that the project's remaining contingency balance has been left untouched for this Change Order. Retaining the remaining current contingency reserves is prudent as additional service authorizations are anticipated to be needed prior to project closeout. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 4,599,264.20
The Contract Sum will be <u>increased</u> by this Change Order	\$ 286,767.00
The new Contract Sum including this Change Order will be	\$ 4,886,031.20

The Original Contract Contingency Sum	\$ 200,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#5)	\$ 151,027.43
Remaining Contingency Balance	\$ 48,972.57

The Final Completion Milestone prior to this Change Order was September 14, 2025
The Time for the Final Completion Milestone will be unchanged by N/A days
The Final Completion Milestone as of this Change Order is therefore September 14, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 1 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Tom Funcheon, Public Works Department Director DATE

Mark LeCouris, City Manager, City of Tarpon Springs DATE

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
DATE: 11/07/2023
SUBJECT: Award Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

RECOMMENDATION:

Award Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 to Keystone Excavators, Inc. in amount not to exceed \$4,599,264.20, which includes the acceptance of Additive Alternatives 1, 2, & 3, and a contingency amount of \$200,000, for the Public Works Department.

BACKGROUND:

This project was initially awarded by the Board in 2020, under ITB No. 200100-B-JJ to American Pipeline Construction, LLC (American) in the amount of \$3,205,757.50. On May 25, 2022, the company was terminated for default with the contractor finishing approximately 40% of the project and Frankenmuth Surety, the bonding company took over the contract. After two bid opportunities, it was evident Frankenmuth could not complete the contract at the price of the bond. Inflation and material costs affected the original price of the contract. The City then took the project back from Frankenmuth after receiving a \$1.05M settlement payment and re-bid the project. The project consists of construction of stormwater ponds, stormwater conveyance systems, potable water utility replacement/upgrades, wastewater utility replacement/upgrades, landscaping, and roadway repair and reconstruction in the Grosse Avenue corridor between Tarpon Avenue and the Anclote River at Live Oak Street. The project is part of the Southwest Florida Water Management District Cooperative Funding Initiative project (Project

Number A053) (see attached memo). The project is anticipated to be substantially complete within eighteen (18) months from Notice to Proceed.

Keystone Excavators, Inc. has performed projects for the City in the past and completed them satisfactorily.

FUNDING:

Settlement Fund (Surety)	\$ 1,050,000.00
ARPA Fund ¹	\$ 1,640,536.00
Remaining SWFWMD grant funding	\$ 832,795.85
Remaining City Project Encumbrance (Water/Sewer Funds) ²	\$ 177,629.08
Remaining City Project Encumbrance (Stormwater Funds) ²	\$ 428,362.95
Additional ARPA Funds ³	\$ 469,940.32
Total Available Funds	\$ 4,599,264.20

Accepted by: _____

City Manager

Attest: _____

City Clerk



Tabulation of Submittals
For
Bid No. 230200-B-JL
PENT ST. & GROSSE AVE. DRAINAGE & ROADWAY
IMPROVEMENTS – PART 2
Friday, October 20, 2023 @ 3:00 p.m.

Keystone Excavators, Inc Oldsmar, FL	\$4,599,264.20
Kamminga & Roodvoets, Inc. Tampa, FL	\$5,822,735.98

Broadcast: 880 Plan holders: 30 Responses: 2

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



Project Administration Department

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

Memorandum

Date: November 7, 2023
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Award File IFB # 230200-B-JL Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2

Recommendation

Board of Commissioners approval of a construction for the subject project to Keystone Excavators Inc. is requested in the amount of **\$4,599,264.20**.

Summary

Competitive bids were received for the subject project. The low bidder is an experienced contractor that has completed or is currently working on several similar projects for the City. Work on these projects has been satisfactory.

The project work is extensive and consists of construction of stormwater ponds, stormwater conveyance systems, potable water utility replacement/upgrades, wastewater utility replacement/upgrades, landscaping, and roadway repair and reconstruction in the Grosse Avenue corridor between Tarpon Avenue and the Anclote River at Live Oak Street.

Funding

Proposed funding of the remaining project work is through a combination of sources listed below. These figures have been reviewed with the Finance Director and the City Manager.

Settlement Fund (Surety)	\$ 1,050,000.00
ARPA Fund ¹	\$ 1,640,536.00
Remaining SWFWMD grant funding	\$ 832,795.85
Remaining City Project Encumbrance (Water/Sewer Funds) ²	\$ 177,629.08
Remaining City Project Encumbrance (Stormwater Funds) ²	\$ 428,362.95
Additional ARPA Funds ³	\$ 469,940.32
Total Available Funds	\$ 4,599,264.20

Notes:

1. BOC Approved 4-25-2023.
2. BOC-Approved as part of the original contract award and project budget. These funds have been previously encumbered and are available for this project.
3. Funds to be transferred from the ARPA allocation for Sponge Docks Flooding Abatement Project (vault pump station) temporarily and to be replenished from annual interest earned from currently reserved (unspent) ARPA fund balance.

PART D

BID FORMS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

☒	Bid Form
☒	Bid Schedule
☒	Bid Bond
☒	Reference Form
☒	Drug Free Workplace Form
☒	No-Collusion Affidavit

BID FORM

BID No. 230200-B-JL

Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

BIDDER KEYSTONE EXCAVATORS, INC.

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

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>8/28</u>	<u>1</u>	<u>10/09</u>	<u>5</u>
<u>9/5</u>	<u>2</u>	_____	_____
<u>9/11</u>	<u>3</u>	_____	_____
<u>9/19</u>	<u>4</u>	_____	_____

- b. Bidder **has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing** of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- e. **Bidder is aware of the general nature of Work** to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any

ITB#230200-B-JL/Addendum-4 Attachment- Bid form/2023.09.15

group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

- g. The Contractor agrees to maintain the below bid prices for the entire contract period and NO escalation of bid prices will be allowed throughout the entire contract period.
2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE:

FOUR MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS AND TWENTY CENTS.

(Words)

(\$ 4,483,864.20)

(Numbers)

Add Alts	Words	Numbers
Add Alt 1	<u>FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS</u>	<u>58,400.00</u>
Add Alt 2	<u>TWENTY-FIVE THOUSAND DOLLARS</u>	<u>25,000.00</u>
Add Alt 3	<u>THIRTY-TWO THOUSAND DOLLARS</u>	<u>32,000.00</u>
Add Alt 4	<u>N/A</u>	<u>—</u>

TOTAL BASE BID + ADD ALTS CONTRACT PRICE:

FOUR MILLION FIVE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND TWENTY CENTS

(Words)

(\$ 4,599,264.20)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within 18-months (548) calendar days after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

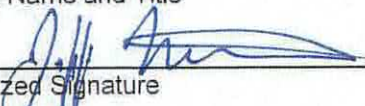
Bidder: KEYSTONE EXCAVATORS, INC

Address: 371 SCARLET BLVD., OLDSMAR, FL 34677

City OLDSMAR State FL Zip 34677

Phone No.: 813-854-2342 Fax No: 813-854-2993 Email: MARCUS@KEYSTONEEXCAVATORS.COM

JEFF TRUXTON, PRESIDENT
Printed Name and Title


Authorized Signature

10/09/2023
Date

BID SCHEDULE: GROSSE AVENUE AND PENT STREET DRAINAGE AND ROADWAY IMPROVEMENTS

9/13/2023

Bidder: Keystone Excavators, Inc.

Date: 10/19/2023

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (0-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
0101 1	MOBILIZATION	LS	1.00	0.00	1.00	\$ 393,000.00	\$ 393,000.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1.00	0.00	1.00	\$ 230,000.00	\$ 230,000.00
0104 10 3	SEDIMENT BARRIER	LF	3,694.00	0.00	3,694.00	\$ 2.75	\$ 10,158.50
0104 11	FLOATING TURBIDITY BARRIER	LF	140.00	140.00	140.00	\$ 35.00	\$ 4,900.00
0104 18	INLET PROTECTION SYSTEM	EA	26.00	0.00	26.00	\$ 276.00	\$ 7,150.00
0110 1 1	CLEARING & GRUBBING	AC	6.95	0.50	6.45	\$ 6,500.00	\$ 42,120.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2,265.00	738.89	1,526.11	\$ 27.00	\$ 41,204.97
0110 7 1	MAILBOX, F&I SINGLE	EA	19.00	0.00	19.00	\$ 250.00	\$ 4,750.00
0120 1	REGULAR EXCAVATION	CY	14,651.00	9,989.28	4,661.72	\$ 16.00	\$ 74,587.52
0120 6	EMBANKMENT	CY	768.00	197.00	571.00	\$ 14.00	\$ 7,994.00
0160 4	TYPE B STABILIZATION	SY	7,188.00	4,937.80	2,250.20	\$ 16.00	\$ 36,003.20
285701	OPTIONAL BASE, BASE GROUP 01	SY	71.00	0.00	71.00	\$ 100.00	\$ 7,100.00
0327 70 5	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	511.00	0.00	511.00	\$ 30.00	\$ 15,330.00
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	562.30	102.00	460.30	\$ 415.00	\$ 191,024.50
0400 4 1	CONCRETE CLASS IV, CULVERTS	CY	79.00	0.00	79.00	\$ 2,535.00	\$ 200,265.00
0415 1 1	REINF STEEL, ROADWAY	LB	9,805.00	0.00	9,805.00	\$ 1.75	\$ 17,158.75
0520 2 4	CONCRETE CURB, TYPE D	LF	4,463.00	420.00	4,043.00	\$ 53.50	\$ 216,300.50
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,631.00	38.89	1,592.11	\$ 95.00	\$ 151,250.45
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 8" THICK	SY	511.00	81.56	429.44	\$ 126.50	\$ 54,324.16
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	1.00	1.00	0.00	Completed, No Bid	
0524 1 29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	SY	91.00	91.00	0.00	Completed, No Bid	
0527 2	DETECTABLE WARNINGS	SF	261.00	0.00	261.00	\$ 40.00	\$ 10,440.00
0550 10220	FENCING, TYPE B, 5.1-8.0, Black vinyl	LF	150.00	0.00	150.00	\$ 71.50	\$ 10,725.00
0550 10225	FENCING, TYPE B, 5.1-8.0, RESET EXISTING	LF	125.00	125.00	0.00	Completed, No Bid	
0550 60222	FENCE GATE, TYPE B, DOUBLE, 8.1-12.0' OPENING	EA	1.00	1.00	0.00	Completed, No Bid	
0570 1 2	PERFORMANCE TURF, 30D	SY	20,645.00	2,614.11	18,030.89	\$ 10.00	\$ 180,308.90
0425 2 61	MANHOLES, P-8, <10'	EA	2.00	0.00	2.00	\$ 7,800.00	\$ 15,600.00
0425 2 82	MANHOLES, P-8, >10'	EA	1.00	0.00	1.00	\$ 11,000.00	\$ 11,000.00
0425 2 91 - A	MANHOLES, J-8, <10' -- Install one (1) stored unit	EA	4.00	2.00	1.00	\$ 6,200.00	\$ 6,200.00
0425 2 91 - B	MANHOLES, J-8, <10' -- Furnish and install one (1) additional	EA	4.00	2.00	1.00	\$ 9,200.00	\$ 9,200.00
0425 2 92	MANHOLES, J-8, >10'	EA	4.00	2.00	2.00	\$ 68,500.00	\$ 137,000.00
0425 1351 - A	INLETS, CURB, TYPE P-5, <10' -- Install two (2) stored units	EA	4.00	1.00	1.00	\$ 8,750.00	\$ 13,500.00
0425 1351 - B	INLETS, CURB, TYPE P-5, <10' -- Furnish and install one (1) additional	EA	4.00	1.00	1.00	\$ 11,750.00	\$ 11,750.00
0425 1361 - A	INLETS, CURB, TYPE P-8, <10' -- Install five (5) stored units, all five (5) need inlet tops	EA	15.00	5.00	5.00	\$ 9,200.00	\$ 46,000.00
0425 1361 - B	INLETS, CURB, TYPE P-8, <10' -- Furnish and install five (5) additional	EA	15.00	5.00	5.00	\$ 12,350.00	\$ 61,750.00
0425 1451	INLETS, CURB, TYPE J-5, <10'	EA	2.00	1.00	1.00	\$ 12,000.00	\$ 12,000.00
0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1.00	0.00	1.00	\$ 19,800.00	\$ 19,800.00
0425 1461 - A	INLETS, CURB, TYPE J-6, <10' -- Install one (1) stored unit, needs inlet top	EA	4.00	1.00	1.00	\$ 9,200.00	\$ 9,200.00
0425 1461 - B	INLETS, CURB, TYPE J-6, <10' -- Furnish and install two (2) additional	EA	4.00	1.00	2.00	\$ 9,800.00	\$ 19,600.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1.00	0.00	1.00	\$ 6,650.00	\$ 6,650.00
0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	1.00	1.00	0.00	Completed, No Bid	
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	2.00	0.00	2.00	\$ 12,750.00	\$ 25,500.00
0430982120	MITERED END SECTION, OPTIONAL ROUND, 8" CD	EA	1.00	1.00	0.00	Completed, No Bid	
0430982129 - B	MITERED END SECTION, OPTIONAL ROUND, 24" CD, INSTALL STORED MES PIPE	EA	1.00	0.00	1.00	\$ 2,500.00	\$ 2,500.00
0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	1.00	0.00	1.00	\$ 9,500.00	\$ 9,500.00
0430175118 - A	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SCD, F&I	LF	131.00	56.00	75.00	\$ 165.00	\$ 12,375.00
0430175118 - B	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SCD, INSTALL STORED PIPE	LF	32.00	0.00	32.00	\$ 145.00	\$ 4,640.00
0430175124 - A	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SCD, F&I	LF	283.00	52.00	231.00	\$ 225.00	\$ 51,975.00

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (D-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
0430175124 - B	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/C/D, INSTALL STORED PIPE	LF	32.00	0.00	32.00	\$ 165.00	\$ 5,280.00
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/C/D	LF	473.00	0.00	473.00	\$ 270.00	\$ 127,710.00
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/C/D	LF	371.00	136.00	235.00	\$ 340.00	\$ 79,900.00
0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/C/D	LF	480.00	0.00	480.00	\$ 485.00	\$ 232,800.00
0430175148 - A	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/C/D	LF	129.00	95.00	34.00	\$ 600.00	\$ 38,400.00
0430175148 - B	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/C/D, INSTALL STORED PIPE	LF	58.00	0.00	58.00	\$ 400.00	\$ 22,400.00
0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54" S/C/D, F&I	LF	164.00	164.00	0.00	Completed, No Bid	
0430175160 - A	PIPE CULVERT, OPT MATERIAL, ROUND, 60" S/C/D, F&I	LF	959.00	959.00	0.00	Completed, No Bid	
0430175160 - B	PIPE CULVERT, OPT MATERIAL, ROUND, 60" S/C/D, INSTALL STORED PIPE	LF	24.00	0.00	24.00	\$ 400.00	\$ 9,600.00
0430175248 - B	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 48" S/C/D, INSTALL STORED PIPE	LF	85.00	0.00	85.00	\$ 400.00	\$ 34,000.00
0430175254 - A	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54" S/C/D, F&I	LF	109.00	90.00	19.00	\$ 985.00	\$ 18,715.00
0430175272 - A	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54" S/C/D, INSTALL STORED PIPE	LF	272.00	0.00	272.00	\$ 560.00	\$ 152,320.00
0430175272 - B	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 72" S/C/D, F&I	LF	365.00	365.00	0.00	Completed, No Bid	
0530 3 3	RIPRAP, RUBBLE, BANK AND SHORE	TN	52.30	0.00	52.30	\$ 300.00	\$ 15,690.00
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	13.40	0.00	13.40	\$ 360.00	\$ 4,824.00
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	1.00	0.00	1.00	\$ 300.00	\$ 300.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	17.00	0.00	17.00	\$ 75.00	\$ 1,275.00
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1.00	0.00	1.00	\$ 55.00	\$ 55.00
0711 1 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR STOP LINE AND CROSSWALK	LF	180.00	0.00	180.00	\$ 9.00	\$ 1,620.00
0711 1 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	85.00	0.00	85.00	\$ 18.00	\$ 1,530.00
SPECIAL - 1	CONCRETE CURB, TYPE A P.C.E.D. 1305	LF	1,422.00	40.00	1,382.00	\$ 60.00	\$ 82,920.00
SPECIAL - 2	CONCRETE HEADER FOR BRICK TO ASPHALT TRANSITION	LF	57.05	0.00	57.05	\$ 160.00	\$ 9,128.00
SPECIAL - 3	0" RECYCLED CONCRETE AGGREGATE	SY	6,944.00	318.86	6,625.14	\$ 37.50	\$ 237,192.75
SPECIAL - 4	10" RECYCLED CONCRETE AGGREGATE	SY	84.00	0.00	84.00	\$ 97.00	\$ 8,148.00
SPECIAL - 5	BRICK PAVEMENT REMOVAL	SY	596.00	596.00	0.00	\$ 90.00	\$ 53,640.00
SPECIAL - 6	BRICK PAVEMENT INSTALLATION (REUSE EXISTING IN-SITU BRICK)	SY	30.00	0.00	30.00	\$ 100.00	\$ 3,000.00
SPECIAL - 7	BRICK PAVEMENT INSTALLATION (CITY SUPPLIED BRICK FROM STORAGE)	SY	603.00	0.00	603.00	\$ 100.00	\$ 60,300.00
0430830	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	27.50	0.00	27.50	\$ 450.00	\$ 12,375.00
1050 31206	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	482.00	166.00	316.00	\$ 73.00	\$ 23,086.00
1050 31208 - A	UTILITY PIPE, PVC, SEWER, 8" - install only - City to Furnish Pipe	LF	488.00	0.00	488.00	\$ 100.00	\$ 48,800.00
1050 31208	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	2,849.00	700.00	2,149.00	\$ 80.00	\$ 171,920.00
1050 16003	UTILITY PIPE, REMOVE & DISPOSE, 5-7.9"	LF	599.00	140.00	459.00	\$ 20.00	\$ 9,180.00
1080 24106	UTILITY FIXTURES, VALVE ASSEMBLY, F&I 6"	EA	19.00	8.00	11.00	\$ 3,200.00	\$ 35,200.00
1080 24108	UTILITY FIXTURES, VALVE ASSEMBLY, F&I 8"	EA	16.00	8.00	8.00	\$ 4,500.00	\$ 36,000.00
164411408	FIRE HYDRANT, STANDARD, F&I, 2 WAY, FLUSH TYPE, 1 HOSE, 1 PUMPER, 6"	EA	5.00	0.00	5.00	\$ 8,300.00	\$ 41,500.00
SPECIAL - 8	FIRE HYDRANT ASSEMBLY, REMOVE	LS	1.00	0.00	1.00	\$ 1,500.00	\$ 1,500.00
SPECIAL - 9	UTILITY FIXTURES, TEMP. BLOWOFF ASSEMBLY, F&I 6"	EA	3.00	1.00	2.00	\$ 1,325.00	\$ 2,650.00
SPECIAL - 10	UTILITY FIXTURES, VALVE/METER BOX, F&I 2"	EA	26.00	12.00	14.00	\$ 2,450.00	\$ 34,300.00
SPECIAL - 11	UTILITY FIXTURES, SAMPLING POINT/CHLORINE INJECTION	LS	1.00	1.00	0.00	Completed, No Bid	
SPECIAL - 12	UTILITY FIXTURES, TAPPING SADDLE/SLEEVE, F&I 8"	EA	1.00	0.00	1.00	\$ 8,250.00	\$ 8,250.00
SPECIAL - 13	UTILITY FIXTURES - MISC	LS	1.00	0.15	0.85	\$ 55,000.00	\$ 46,750.00
SPECIAL - 14	UTILITY FIXTURES - CUT & CAP	EA	1.00	1.00	0.00	Completed, No Bid	
SPECIAL - 15	UTILITY FIXTURES - TEE, 8" x 6"	EA	21.00	10.00	11.00	\$ 1,285.00	\$ 14,135.00
SPECIAL - 16	UTILITY FIXTURES - TEE, 8" x 8"	EA	2.00	2.00	0.00	Completed, No Bid	
SPECIAL - 17	UTILITY FIXTURES - CROSS, 8" x 6"	EA	1.00	0.00	1.00	\$ 1,285.00	\$ 1,285.00
SPECIAL - 18	UTILITY FIXTURES - 45 DEGREE BEND	EA	15.00	6.00	9.00	\$ 675.00	\$ 6,075.00
SPECIAL - 19	UTILITY FIXTURES - 22.5 DEGREE BEND	EA	12.00	6.00	6.00	\$ 675.00	\$ 4,050.00
SPECIAL - 20	UTILITY FIXTURES - 11.25 DEGREE BEND	EA	2.00	0.00	2.00	\$ 675.00	\$ 1,350.00
SPECIAL - 21	SEWER MANHOLE, ADJUST RIM	LS	1.00	0.00	1.00	\$ 2,500.00	\$ 2,500.00
SPECIAL - 22	SEWER MANHOLE, TYPE I	EA	3.00	0.00	3.00	\$ 12,500.00	\$ 37,500.00
SPECIAL - 23	CONTINGENCY (Do not change amount)	EA	1.00	0.00	1.00	\$ 200,000.00	\$ 200,000.00
SPECIAL - 24	CONCRETE CURB, HEADER P.C.E.D. 1305	LF	315.00	0.00	315.00	\$ 57.00	\$ 17,955.00
SPECIAL - 25	INSTALL SHOCK PAD UNDER BIKE TRAIL, (17 FT X 20 FT X 6-INCH DEEP), SEE PLAN SHEET 18	SY	38.00	0.00	38.00	\$ 575.00	\$ 21,850.00
Defect Remedy - 1	Remove and dispose four off-spec sections of installed box culvert (original materials rejected). Installation for new material accounted for in base bid items 0400_4_1 and 0415_1_1	LS	1.00	0.00	1.00	\$ 19,000.00	\$ 19,000.00
Defect Remedy - 2	Remove and dispose of off-spec structure S-24 and associated RCP as marked on plans	LS	1.00	0.00	1.00	\$ 8,750.00	\$ 8,750.00
Defect Remedy - 3	Remove and dispose of structure S-38	LS	1.00	0.00	1.00	\$ 8,750.00	\$ 8,750.00
Defect Remedy - 4	Locate and repair leaking RCP between existing S-36 to S-38	LS	1.00	0.00	1.00	\$ 15,000.00	\$ 15,000.00
Defect Remedy - 5	Regrade and replace +/- 3-ft high block wall between 111+90 to 114+70 minus driveways. Repair damaged wall at 313 N Grosse.	LS	1.00	0.00	1.00	\$ 32,500.00	\$ 32,500.00
Defect Remedy - 6	Remove and replace additional damaged sidewalk throughout project in addition to base bid	SY	250	0.00	250.00	\$ 126.50	\$ 31,625.00
Defect Remedy - 7	Remove and replace additional damaged driveways throughout project in addition to base bid	SY	120	0.00	120.00	\$ 126.50	\$ 15,180.00
Subtotal:							\$ 4,483,864.20

Additive Alternates

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (D-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
Alt 1	Clean and dispose of sediments in existing storm drain infrastructure (based on 60-inch avg diameter)	LF	1,600	0.00	1,600.00	\$ 36.50	\$ 58,400.00
Alt 2	Video inspection of existing storm drain infrastructure	LS	1.00	0.00	1.00	\$ 25,000.00	\$ 25,000.00
Alt 3	Landscaping pond 2, pond 3, and corner of Spruce/Grosse in accordance with Plan Sheet Number 95-99	LS	1.00	0.00	1.00	\$ 32,000.00	\$ 32,000.00
Alt 4	Full depth reclamation (FDR) paving method versus planned standard roadway installation. Bid shall be presented as a net cost and shall include deduction for base materials as compared to standard roadway construction.	LS	1.00	0.00	1.00		
Subtotal:							\$ 115,400.00

GRAND TOTAL: \$ 4,599,264.20

1 Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Keystone Excavators, Inc., 371 Scarlet Blvd., Oldsmar, FL 34677

(Name and Address of Company)

(hereinafter called "Principal") and The Ohio Casualty Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Five Percent (5%) of Amount Bid Dollars (\$ 5% of Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2
Bid No. 230200-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

Keystone Excavators, Inc.

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its
President _____ under its corporate seal, and
the said The Ohio Casualty Insurance Company _____ as "Surety" herein, has caused these
presents to be signed in its name by its Attorney-in-fact _____ under its corporate seal, the
6th day of October _____, 2023.

NAME OF COMPANY: Keystone Excavators, Inc.

By: _____

(Signature)

Jeffery C. Truxton

(Please Print or Type Name)

President

(Title)

SEAL

ATTEST: _____

(Signature)

The Ohio Casualty Insurance Company

Surety Name

Attorney-in-Fact

Warren M. Shrum, Jr.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208239-975068**

SURETY

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Warren M. Shrum, Jr.; Warren M. Shrum, III

all of the city of Palm Harbor state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 05th day of July, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company

Name: KEYSTONE EXCAVATORS, INC

Length Of Time Company Has Been In

Business: 39 YEARS

Business

Address: 371 SCARLET BLVD., OLDSMAR, FL 34677

How Long In Present

Location: 29 YEARS

Telephone Number: 813-854-2342 Fax Number: 813-854-2993 Email: _____

MARCUS@KEYSTONEEXCAVATORS.COM

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

- | | |
|--|---|
| 1. <u>CITY of CLEARWATER</u>
<u>ENGINEERING DEPT</u>
Company | 2. <u>CITY of MADEIRA BEACH</u>
Company |
| <u>100 S. MYRTLE AVE, SUITE 220</u>
Address | <u>100 MUNICIPAL DRIVE</u>
Address |
| <u>727-562-4758</u>
Telephone/Email | <u>727-543-8154</u>
Telephone/Email |
| <u>TIM KURTZ</u>
Contact | <u>MEGAN WEBER</u>
Contact |
| 3. <u>PINELLAS COUNTY PUBLIC WORKS</u>
Company | 4. <u>CITY of SAFETY HARBOR</u>
Company |
| <u>22211 US HWY 19 N., BLDG 16</u>
Address | <u>750 MAIN STREET</u>
Address |
| <u>727-464-8880</u>
Telephone /Email | <u>727-724-1555 EXT 1706</u>
Telephone/Email |
| <u>JOE BOGGS</u>
Contact | <u>MICHELLE GIULIANI</u>
Contact |

DRUG FREE WORKPLACE FORM

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

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

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

Printed Name and Title: JEFF TRUXTON, PRESIDENT

Authorized Signature: 

NO-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

JEFF TRUXTON being first duly sworn deposes and says that:

BIDDER is the OWNER of KEYSTONE EXCAVATORS, INC.

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Subscribed and sworn to before me this 9th day of OCTOBER, 2023.

Personally known ☒ OR Produced identification ☐ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: Nancy Herg James





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

August 28, 2023

BID #230200-B-JL

Pent-Grosse Ave Stormwater Project – part 2

ADDENDUM 1

The following information is provided:

Due to the upcoming change in weather conditions, the **NON-Mandatory Pre-Bid** will be Rescheduled. The Pre-Bid meeting currently set for August 31, 2023 at 0900, is cancelled.

A new addendum will be issued when a new date and time is set.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 1



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

September 5, 2023

BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – Part 2
ADDENDUM 2

The following Information is provided:

The Question-and-Answer period has been extended to September 15, 2023.

The submittal Due Date has changed:

FROM: September 19, 2023/ 3:00 pm Local

TO: October 10, 2023/ 3:00 pm Local

The NON-MANDATORY Pre-Bid has been rescheduled to:

September 12, 2023

Time: 11:00 am

324 E Pine Street

City Hall, 2d Floor Conference Room

Tarpon Springs, FL 34689

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 2
230200-B-JL



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

September 11, 2023

BID #230200-B-JL

Pent-Grosse Ave Stormwater Project – Part 2

ADDENDUM 3

The following Information is provided:

An updated copy of the Southwest Florida Water Management District (SWFMD) Permit is attached and updated for 2023.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 3
230200-B-JL



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

September 19, 2023

**BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – Part 2
ADDENDUM 4**

The following Information is provided:

An updated Bid Schedule and Bid Form have been added to this solicitation and addendum. These sheets will be required to be submitted with your bid.

Questions:

Q1: What are the approximate lengths, sizes and type of the pipes to be installed on the project?

A1: See plans and specifications

Q2: Are there any portions of the project that will need to be Bored?

A2: See plans and specifications

Q3: Are the crossings to be Jack & Bored or Directionally Bored?

A3: While these methods may have some advantages in certain locations, means and methods for project work shall be at the discretion of the contractor unless explicitly stated otherwise in the plans and/specifications.

Q4: What are the approximate lengths and diameters of the portions to be bored?

A4: See plans and specifications

Q5: How much is the required bid bond for the project?

A5: 5% of Bid estimate total

Q6: How much is the cost estimate of the project?

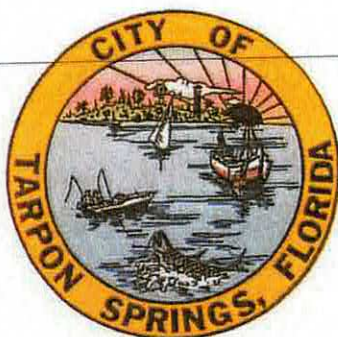
A6: Est. \$3.7 Million

Q7: Do you have any further details you wish to provide?

A7: See plans and specifications-- We usually don't spec means and methods unless we have a very specific reason for it (subaqueous crossings, for example).

- All other requirements, terms and conditions remain the same.

Addendum 4
230200-B-JL



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

October 9, 2023

BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – part 2
ADDENDUM 5

The following information is provided:

The submittal due date has changed:

FROM: October 10, 2023 / 3:00 pm Local

TO: October 20, 2023 / 3:00 pm Local

Due to unspecified detail with pricing in the Bid Schedule, dated, 9/13/2023, the Bid Alt #4, will not be included in the bid. It is not required to be priced out.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 1



Project Administration Department

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

Memorandum

Date: November 4, 2025
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. 230200-B-JL, Change Order No. 3

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$771,633.70** for the subject project, increasing the project cost from **\$5,287,545.58 to \$6,059,179.28** (a 14.6% increase) as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also includes replacing old potable water and sewer lines, roadway reconstruction, and sidewalk/curb reconstruction.

Construction on the project is approximately 95% complete and progress has been steady, satisfactory, and on schedule for completion by the contract completion date of December 23, 2025

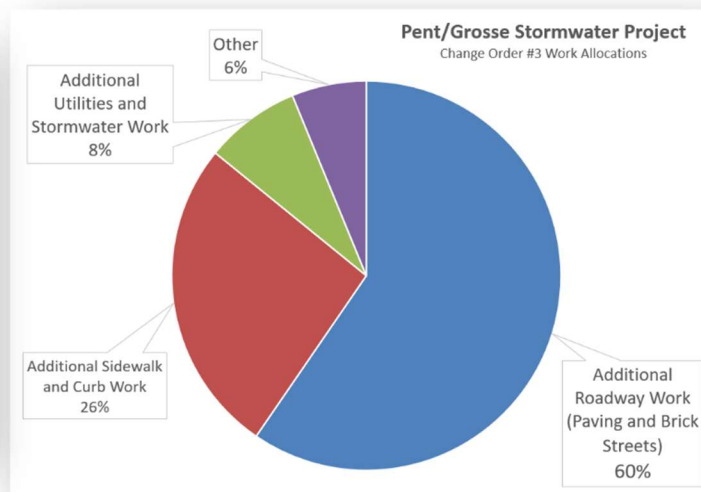
As it has been well-documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. Many potable water and sanitary sewer pipes that were assumed to be in good condition prior to construction were in poorer condition than expected, so

the opportunity to upgrade this infrastructure was added to the project to improve water quality for local customers.

Details of the proposed change order are included in the attached Change Order documentation. This change order is intended to be a final reconciliation of project quantities to finalize and complete the job. As part of this reconciliation, over **\$200,000** in project refund credits were applied to reduce the net change request to **\$771,633.70** as shown in the table below.

Description	Amount
Original Contract Value	\$ 4,599,264.20
CO #1	\$ 286,767.00
CO #2	\$ 401,514.38
Current Contract Value	\$ 5,287,545.58
Final Project Reconciliation	
Additions/Overages	\$ 975,179.71
Credits/Refunds	\$ (203,546.00)
Net Change for Proposed CO #3	\$ 771,633.70
Final Project Value	\$ 6,059,179.28



As indicated in the pie chart above, most of the additional work (86%) is associated with additional asphalt paving and brick paving and associated curb and sidewalk work that was beyond the original scope of work, most of which are project enhancements. These include the following:

- Paving of 13 public parking spaces for use by employees, residents, and Performing Arts Center visitors (previously unpaved).
- Extended paving of Live Oak Street after new stormwater infrastructure was installed to repair pre-existing street damage (double the original plan of asphalt for this area).
- Extended paving for the full width of Tarpon Avenue at Grosse Avenue (and removal of existing landscape “bump-outs”) after stormwater infrastructure was installed to provide a smoother surface and a more complete project restoration. The original plan only called for asphalt patching.
- For improved durability in high traffic areas, pavement thickness was increased in locations such as the intersection of Pine St. and Grosse Ave. and in front of the City Hall Building Maintenance area (location of dumpster collection and heavy equipment delivery/loading activities).
- Extra sod was provided along with the additional roadway work, where necessary, and installed for residents where their lawns and landscaping may have been impacted by the project.

- When the project was abandoned by the first contractor, they left behind an unpaved, dirt road. To help alleviate visitor, employee, and residential safe access and dust control concerns, the following actions were taken:
 - In the interim period when the project didn't have an active construction contract, the City paid for a temporary paving surface to be installed (a "chip seal" surface). This worked well but required the new contractor to excavate the temporary paving material when proper construction resumed, which was an additional excavation and road base reconstruction cost.
 - The original project plan called for paving most of Grosse Avenue in one mobilization by the paving subcontractor. Instead of waiting for the end of the project to complete the full length of paving, the contractor was able to complete early, partial paving of some sections to help alleviate the concerns above.

This change order does not amend the contracted final completion date of December 23, 2025. Project work is tracking towards completion at the contract completion date.

Funding

Funding for work under this change order will be provided in Project Number SU2305 through a combination of sources listed below. These figures and funding sources have been reviewed with and approved by the Finance Director.

402-4302-536.6300	\$ 25,000.00	Water-Sewer Fund
402-4602-536.6300	\$ 25,000.00	Water-Sewer Fund
101-8830-538.6300	\$ 240,544.57	ARPA Fund
406-4802-538.6300	\$ 240,544.57	Stormwater Fund
307-8603-538.6300	\$ 240,544.57	Penny Fund
Total	\$ 771,633.70	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	3
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		11/4/2025



TIME CHANGE



EXTRA WORK



CREDIT



OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:**COST
IMPACT****ADDITIONAL
DAYS**

1. Credit of Unused Quantities (see attached detail sheet)

\$ (203,546.00)**N/A**

2. Additions/Enhancements (see attached detail sheet)

\$ 975,179.71**N/A****Net Change Order****\$ 771,633.70****N/A**

Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 4,599,264.20
Change Order No. 1- approved 9/17/2024 increased Total Contract Sum to	\$ 4,886,031.20
Change Order No. 2- approved 3/11/2025 increased Total Contract Sum to	\$ 5,287,545.58
The Contract Sum will be increased by this Change Order No. 3 in the amount of	\$ 771,633.70
The new Contract Sum as a result of this Change Order #3 will be	\$ 6,059,179.28

The Final Completion Milestone prior to this Change Order was December 23, 2025The Time for the Final Completion Milestone will be unchanged by NA daysThe Final Completion Milestone as of this Change Order is therefore December 23, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 3 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Chris Cotta, Public Works Department Director DATE

Charles Rudd, City Manager, City of Tarpon Springs DATE

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

City of Tarpon Springs

Pent/Grosse Ave Stormwater Improvement Project

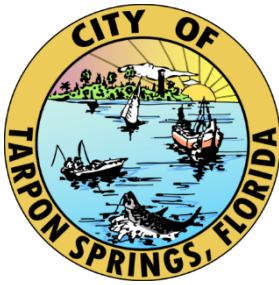
End-of-Project Cost Reconciliation (Change Order No. 3)

DRAFT for BOC Approval

Item No.	Description	Units	Final Quantity	Final Cost	Credits/ Refunds	Additional Work
0101 1	MOBILIZATION	LS	1.00	\$ 393,000.00		
0102 1	MAINTENANCE OF TRAFFIC	LS	1.00	\$ 230,000.00		
0104 10 3	SEDIMENT BARRIER	LF	750.00	\$ 2,062.50	\$ 8,096.00	
0104 11	FLOATING TURBIDITY BARRIER	LF	140.00	\$ 4,900.00		
0104 18	INLET PROTECTION SYSTEM	EA	26.00	\$ 7,150.00		
0110 1 1	CLEARING & GRUBBING	AC	6.48	\$ 42,120.00		
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2,326.56	\$ 62,817.12		\$ 21,612.15
0110 7 1	MAILBOX, F&I SINGLE	EA	19.00	\$ 4,750.00		
0120 1	REGULAR EXCAVATION	CY	9,667.78	\$ 154,684.48		\$ 80,096.96
0120 6	EMBANKMENT	CY	1,073.83	\$ 15,033.62		\$ 7,039.62
0160 4	TYPE B STABILIZATION	SY	7,951.07	\$ 127,217.12		\$ 59,649.28
285701	OPTIONAL BASE, BASE GROUP 01	SY	71.00	\$ 7,100.00		
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1,096.00	\$ 32,880.00		\$ 17,550.00
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	990.60	\$ 411,099.00		\$ 214,506.65
0400 4 1	CONCRETE CLASS IV, CULVERTS	CY	79.00	\$ 200,265.00		
0415 1 1	REINF STEEL- ROADWAY	LB	9,805.00	\$ 17,158.75		
0520 2 4	CONCRETE CURB, TYPE D	LF	5,367.00	\$ 287,134.50		\$ 70,834.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2,053.87	\$ 195,117.65		\$ 43,867.20
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1,163.22	\$ 147,147.33		\$ 69,324.53
0527 2	DETECTABLE WARNINGS	SF	261.00	\$ 10,440.00		
0550 10220	FENCING, TYPE B, 5.1-6.0, Black vinyl	LF	258.00	\$ 18,447.00		
0570 1 2	PERFORMANCE TURF, SOD	SY	24,332.09	\$ 243,320.90		\$ 52,222.20
0425 2 61	MANHOLES, P-8, <10'	EA	2.00	\$ 15,600.00		
0425 2 62	MANHOLES, P-8, >10'	EA	1.00	\$ 11,000.00		
0425 2 91 -A	MANHOLES, J-8, <10' -- Install one (1) stored units	EA	1.00	\$ 6,200.00		
0425 2 91 -B	MANHOLES, J-8, <10' -- Furnish and install one (1) additional	EA	1.00	\$ 9,200.00		
0425 2 92	MANHOLES, J-8, >10'	EA	2.00	\$ 137,000.00		
0425 1351 - A	INLETS, CURB, TYPE P-5, <10' -- Install two (2) stored units	EA	2.00	\$ 13,500.00		
0425 1351 - B	INLETS, CURB, TYPE P-5, <10' -- Furnish and install one (1) additional	EA	1.00	\$ 11,750.00		
0425 1361 - A	INLETS, CURB, TYPE P-6, <10' -- Install five (5) stored units, all five (5) need inlet tops	EA	5.00	\$ 46,000.00		
0425 1361 - B	INLETS, CURB, TYPE P-6, <10' -- Furnish and install five (5) additional	EA	5.00	\$ 61,750.00		
0425 1451	INLETS, CURB, TYPE J-5, <10'	EA	1.00	\$ 12,000.00		
0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1.00	\$ 19,800.00		
0425 1461 - A	INLETS, CURB, TYPE J-6, <10' -- Install one (1) stored unit, needs inlet top	EA	1.00	\$ 9,200.00		
0425 1461 - B	INLETS, CURB, TYPE J-6, <10' -- Furnish and install two (2) additional	EA	3.00	\$ 29,400.00		\$ 9,800.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1.00	\$ 6,650.00		
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	2.00	\$ 25,500.00		
0430982129 - B	MITERED END SECTION, OPTIONAL ROUND, 24" CD, INSTALL STORED MES PIPE	EA	1.00	\$ 2,500.00		
430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	1.00	\$ 9,500.00		
0430175118 - A	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD, F&I	LF	82.00	\$ 15,170.00		\$ 1,295.00
0430175118 - B	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD, INSTALL STORED PIPE	LF	32.00	\$ 4,640.00		
0430175124 - A	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD, F&I	LF	231.00	\$ 51,975.00		

SPECIAL - 25	INSTALL SHOCK PAD UNDER BIKE TRAIL (17 FT X 20 FT X 6-INCH DEEP), SEE PLAN SHEET 18	SY	38.00	\$ 21,850.00		
Defect Remedy - 1	Remove and dispose four off-spec sections of installed box culvert (original materials rejected). Installation for new material accounted for in base bid items 0400_4_1 and 0415_1_1"	LS	1.00	\$ 19,000.00		
Defect Remedy - 2	Remove and dispose of off-spec structure S-24 and associated RCP as marked on plans	LS	1.00	\$ 6,750.00		
Defect Remedy - 3	Remove and dispose of structure S-38	LS	1.00	\$ 6,750.00		
Defect Remedy - 4	Locate and repair leaking RCP between existing S-36 to S-38	LS	1.00	\$ 15,000.00		
Defect Remedy - 5	Regrade and replace +/- 3-ft high block wall between 111+90 to 114+70 minus driveways. Repair damaged wall at 313 N Grosse.	LS	1.00	\$ 32,500.00		
Defect Remedy - 6	Remove and replace additional damaged sidewalk throughout project in addition to base bid	SY	-	\$ -	\$ 31,625.00	
Defect Remedy - 7	Remove and replace additional damaged driveways throughout project in addition to base bid	SY	-	\$ -	\$ 15,180.00	
Alt 1	Clean and dispose of sediments in existing storm drain infrastructure (based on 60-inch avg diameter)	LF	1,756.00	\$ 64,094.00		
Alt 2	Video inspection of existing storm drain infrastructure	LS	1.00	\$ 25,000.00		
Alt 3	Landscaping pond 2, pond 3, and corner of Spruce/Grosse in accordance with Plan Sheet Number 95-99	LS	0.90	\$ 28,800.00	\$ 3,200.00	
CO1	Change Order Number 1			\$ 264,281.76	\$ 22,485.24	
CO2 Partial	Change Order No. 2 to Existing Line Items, Total Value \$137,705.93			included in line items above		
CO2 Partial	Change Order No. 2 New Line Items, Total Value \$263,808.45			\$ 266,849.51		\$ 3,041.07
CO3 Partial	Change Order No. 3 ADDITIONAL ITEMS (Extended dust control, MOT, port-o-lets, decorative wall reshoring/restoration)			\$ 111,673.07		\$ 111,673.07
Subtotals					\$ 207,261.24	\$ 949,834.56

Net Total	\$ 742,573.32
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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: City Commission

From: Charles Rudd, City Manager

Date: 10/30/2025

Subject: Downtown Shuttle Service

Vice Mayor Eisner requested that we revisit a downtown/sponge docks shuttle service and reconsider the purchase option discussed last year. I received the following information from New Port Richey last Fall about their purchase and operation of shuttles:

“This memo provides a cost summary for shuttle services provided by the City. The City currently operates two shuttles, the Electro Transit Buddy and the Bintelli Electric Shuttle Dart. Total costs related to the purchase and maintenance of the two shuttles are \$92,594.95.

7/27/2021	Electro Transit Buddy purchase	\$41,850.00
	Shuttle Maintenance Costs	<u>\$ 4,670.59</u>
	Total purchase and maintenance costs	\$46,520.59
8/12/2022	Bintelli Shuttle Dart purchase	\$43,549.50
	Shuttle Maintenance Costs	<u>\$ 2,494.86</u>
	Total purchase and maintenance costs	\$46,044.36

For FY25 the City budgeted \$64,275.14 for the salaries and benefits budgeted for 2 part-time employees; actual personnel costs for FY24 totaled \$38,045.

Both vehicles are battery operated; the costs for charging the vehicles are not tracked as the vehicles are plugged at night for use the following day. Several maintenance and repairs have been made to each vehicle, however, the battery and tires have not yet been replaced.”

Staff requests discussion and direction on whether to proceed to gather more information on which to make a purchase and staffing decision or defer this issue for future consideration.