



City of Tarpon Springs, Florida

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

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

REGULAR SESSION AGENDA TUESDAY, OCTOBER 15, 2024 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. OXI Day (**Mayor Panagiotis Koulias**)
2. Community Planning Month (**Mayor Panagiotis Koulias**)
3. National First Responders' Day (**Mayor Panagiotis Koulias**)

PRESENTATIONS

4. Hurricane Update (**Scott Young Fire Chief**)

PUBLIC COMMENTS

CONSENT AGENDA

5. Attorney's Fees
 - a. Dickman Law Firm Invoices 5191 5192 5193 5194 5195 5196 5197 5198 5199 5200 5201 5202 5203 5204
 - b. Unice Salzman Jensen P.A. Invoices 83362 83364
6. Award File No. 250027-C-PH, CivicPlus ArchiveSocial and Web Software Platform (**Suzanne Linton IT Director, Janina Lewis Procurement Director**)
7. Award File No. 250015-C-PH, PowerDMS NEOGOV Applicant Tracking Software (**Suzanne Linton IT Director, Janina Lewis Procurement Director**)
8. Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSPARK (**Tom Funcheon Public Works Director, James Burke Parks Supervisor, P.J. Harbert Grant Project Specialist**)
9. Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSCC (**Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, P.J. Harbert Grant Project Specialist**)
10. Ratify Single Source Purchase File No. 250029-N-JL, Rental of By-Pass Pumps (**Janina Lewis Procurement Services Director**)

SPECIAL CONSENT AGENDA

11. Fine Reduction request Code Case #08-20000027 (**Jeff Young Police Chief**)

12. Award File No. 240115-P-JL, for Request for Proposals (RFP) Planning Support Services (**Renea Vincent Planning & Zoning Director, Janina Lewis Procurement Services Director**)
13. Ratify Selection of Pre-Qualified Respondents for Request for Qualifications (RFQ) No. 240145-S-JL, Construction of New Fire Station 70 (**Janina Lewis Procurement Director**)
14. Designation of Acting City Manager (**Charles Rudd City Manager**)

ORDINANCES AND RESOLUTIONS (Public Hearings Begin At 7:30 PM)

15. **Resolution 2024-43:** Ratification of the Appointment of John M. Koulianos as Vice-Mayor (**Irene Jacobs City Clerk**)
16. **Resolution 2024-44** Designation of Certain Officials as Authorized Signatories on Negotiable Instruments of the City (**Ron Harring Finance Director**)
17. **Resolution 2024-45:** Ratification of Executive Order 2024-04 and Executive Order 2024-06 Extending a State of Emergency for Tarpon Springs due to Hurricane Helene (**Charles Rudd City Manager**)
18. **Resolution 2024-46:** Ratification of Declaration of State of Emergency Executive Order 2024-05 and Executive Order 2024-07 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton (**Charles Rudd City Manager**)
19. **Resolution 2024-38:** Electing to opt out of multi-family housing property tax exemptions allowed for units priced at 80% to 120% of Area Median Income (AMI) under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the "Live Local Property Tax Exemption." (**Renea Vincent Planning & Zoning Director**)

BOARD AND STAFF COMMENTS

ADJOURNMENT

Proclamation

City of Tarpon Springs, Florida

- Whereas,* Oxi Day, October 28, 2024, commemorates the events of Greece in 1940 in which the brave Hellenic nation and its citizens boldly stood together for liberty and freedom at all costs against their allies; and
- Whereas,* The historic cry of “Oxi”, a reference to the defiant answer of “No” in the Greek language given in response to the demand for surrender; and
- Whereas,* Oxi Day is an inspiration to those who cherish democracy and freedom, a celebration of those who served and defended freedoms in war; and
- Whereas,* The Greek people faithfully met their obligation with courage, sacrifice, determination, and dedication; and
- Whereas,* The City of Tarpon Springs celebrates Oxi Day in honor of the noble heroes, men, and women, who fought for a free Greek nation.

Now Therefore, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, do hereby proclaim October 28, 2024, as

OXI DAY

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 15th day of October 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

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

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

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

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

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

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of October 2024 as

Community Planning Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 15th day of October 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Congress designated October 28 as National First Responders Day in 2017; and

WHEREAS, the day honors first responders, both men and women, career and volunteer, from 911 dispatchers, law enforcement officers, firefighters, emergency medical services personnel, search and rescue teams, emergency management professionals, public works professionals, and members of other organizations in the public safety sector, who stand on the front lines of communities, coming together to protect and aid citizens in times of crisis; and

WHEREAS, Tarpon Springs first responders risk their life and safety every day in the performance of their duties to protect the safety and well-being of our citizens; and

WHEREAS, at a moment's notice, first responders are quick to respond to dangerous situations that threaten our community, whether in natural or man-made disasters, fires, accidents, medical emergencies, and other threats; and

WHEREAS, National First Responders Day is an opportunity for all levels of government to demonstrate appreciation for all men and women who protect and serve our state as first responders and an opportunity for our residents to say "thank you" to the first responders who keep them safe; and

WHEREAS, the City of Tarpon Springs encourages all residents to join me in this worthy observance.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim October 28, 2024 as

National First Responders Day

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 15th day of October 2024.

City Clerk & Collector

Mayor

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

City of Tarpon Springs


10-01-2024
October 1, 2024

Dear City of Tarpon Springs,

Enclosed are all the new invoices for all matters in progress. The total amount due is \$12,702.75, including any interest charges.

Total Fees for professional services rendered	\$12,397.50
Total Expenses	\$305.25
Total Interest	\$0.00
Total Paid	-\$0.00
Total Balance Due	\$12,702.75

If you have any questions, please contact our office.

Sincerely,
Haley DeSanto

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5191
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$405.00

Admin- Public Services

Fees

Date	Subject	Staff	Rate	Hours	Total
09/05/2024	Communication with T. Kiger.	SL	\$225.00	0.10	\$22.50
09/05/2024	Review of materials regarding request for legal services vacation of easements for lift stations.	KL	\$75.00	0.10	\$7.50
09/05/2024	Receive and review request for legal services regarding resolution 2024-37 golf course fees.	KL	\$75.00	0.30	\$22.50
09/05/2024	Communication with T.Kiger.	KL	\$75.00	0.10	\$7.50
09/05/2024	Telephone conference with R. Page and T. Kiger.	SL	\$225.00	0.70	\$157.50
09/09/2024	Review of status request for legal services regarding resolution 2024-37 Golf Course Fees.	KL	\$75.00	0.10	\$7.50
09/09/2024	Receive and review section 138.00 utility easements.	KL	\$75.00	0.10	\$7.50
09/09/2024	Receive and review city code of ordinances article IX privately-owned collection and transmission systems.	KL	\$75.00	0.10	\$7.50
09/09/2024	Review and revise Resolution 2024-37.	SL	\$225.00	0.20	\$45.00
09/09/2024	Review Exhibit A to Resolution 2024-37.	SL	\$225.00	0.10	\$22.50
09/10/2024	Communication with T. Kiger regarding Resolution 2024-37.	SL	\$225.00	0.10	\$22.50
09/12/2024	Receive and review final draft resolution 2024-37.	KL	\$75.00	0.10	\$7.50

09/19/2024	Research City Land Development Code regarding utility easements.	SL	\$225.00	0.30	\$67.50
					\$405.00

Subtotal	\$405.00
Total	\$405.00
Total Balance Due	\$405.00

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5192
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$112.50

Admin- Public Works

Fees

Date	Subject	Staff	Rate	Hours	Total
09/05/2024	Prepare for and attend virtual meeting with staff.	AD	\$225.00	0.50	\$112.50
					\$112.50

Subtotal	\$112.50
Total	\$112.50
Total Balance Due	\$112.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5193
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$427.50

Admin- City Attorney

Fees

Date	Subject	Staff	Rate	Hours	Total
09/03/2024	Quasi Judicial Procedure Outline - Tarpon Springs edited and reviewed	AD	\$225.00	0.40	\$90.00
09/03/2024	Memo - Filling BOC Vacancy - Tarpon Springs - 082924 - SL Edits edited	AD	\$225.00	0.50	\$112.50
09/03/2024	Memo - Filling BOC Vacancy - Tarpon Springs - 082924 reviewed	AD	\$225.00	0.10	\$22.50
09/03/2024	2 emails sent/reviewed regarding Concerned Citizens of Tarpon Springs comments on Morgan Group FLUM amendment	AD	\$225.00	0.20	\$45.00
09/04/2024	1 email sent/reviewed regarding Executive Sessions/ 286.011(8)	AD	\$225.00	0.10	\$22.50
09/09/2024	Communicate with Honorable Judge Jack St. Arnold.	AD	\$225.00	0.20	\$45.00
09/12/2024	Review of memo regarding Florida Statute 286.011(8).	KL	\$75.00	0.20	\$15.00
09/12/2024	Receive and review request for legal services regarding update to exemptions Business Impact Estimate Template.	KL	\$75.00	0.20	\$15.00
09/23/2024	Review of case management tracking report regarding request for legal services.	KL	\$75.00	0.30	\$22.50
09/27/2024	Receive and review Tarpon Springs Press Release Storm Closure.	KL	\$75.00	0.20	\$15.00

09/27/2024	Review of case management tracking report regarding request for legal services.	KL	\$75.00	0.30	\$22.50
					\$427.50

Subtotal	\$427.50
Total	\$427.50
Total Balance Due	\$427.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5194
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$543.25

City of Tarpon Springs vs. Tina Hinton

Fees

Date	Subject	Staff	Rate	Hours	Total
09/09/2024	Review of status of pleadings regarding case no. 2024-CI-002002.	KL	\$75.00	0.20	\$15.00
09/09/2024	Multiple communications with former counsel regarding Sarasota Process Servers, Inc.	RG	\$75.00	0.30	\$22.50
09/09/2024	Communication with process server regarding Affidavit of Non-Service and Service by Publication.	RG	\$75.00	0.30	\$22.50
09/09/2024	Communication with Sarasota Process Servers, Inc. regarding payment of invoice.	RG	\$75.00	0.10	\$7.50
09/09/2024	Communication with J. St. Arnold regarding possible addresses for T. Hinton.	AL	\$75.00	0.20	\$15.00
09/09/2024	Receive/Analyze information related to T. Hinton in order to serve Summons.	AL	\$75.00	0.40	\$30.00
09/09/2024	1 email sent/reviewed regarding Pinellas County Case No. 24-002002-CI: City of Tarpon Springs vs Tina Hinton	AD	\$225.00	0.10	\$22.50
09/09/2024	1 email sent/reviewed regarding Missed call from Honorable Judge Jack St. Arnold	AD	\$225.00	0.10	\$22.50
09/09/2024	1 email sent/reviewed regarding City of Tarpon Springs v. Tina Hinton	AD	\$225.00	0.10	\$22.50
09/10/2024	Multiple communications with process server regarding non-service on Defendant.	RG	\$75.00	0.20	\$15.00

09/11/2024	2 emails sent/reviewed regarding Pinellas County Case No. 24-002002-CI: City of Tarpon Springs vs Tina Hinton	AD	\$225.00	0.10	\$22.50
09/16/2024	Multiple communications with process server regarding status of the matter.	RG	\$75.00	0.20	\$15.00
09/18/2024	Receive and review correspondence from process server regarding service on Defendant.	RG	\$75.00	0.10	\$7.50
					\$240.00

Expenses

Date	Subject	Cost	Qty	Total
09/27/2024	Copy/Printing 1 @ 0.25	\$0.25	1.00	\$0.25
09/30/2024	Subpoena Service	\$303.00	1.00	\$303.00
				\$303.25

Subtotal	\$543.25
Total	\$543.25
Total Balance Due	\$543.25

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5195
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$37.50

Admin- Economic Development

Fees

Date	Subject	Staff	Rate	Hours	Total
09/24/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/25/2024	Multiple communications with K.Lemmons.	KL	\$75.00	0.20	\$15.00
09/27/2024	Receive and review Tarpon Springs Press Release-Post Storm Closures and Openings.	KL	\$75.00	0.20	\$15.00
					\$37.50
Subtotal					\$37.50
Total					\$37.50
Total Balance Due					\$37.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5196
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$353.75

Admin- Finance

Fees

Date	Subject	Staff	Rate	Hours	Total
09/09/2024	Research regarding Hospital 2041-2070 Fund.	SL	\$225.00	0.80	\$180.00
09/10/2024	Research Florida Statutes, Attorney General Opinions, and City's Charter regarding budget amendments.	SL	\$225.00	0.70	\$157.50
09/18/2024	Receive and review resolution 2020-18 regarding hospital foundation.	KL	\$75.00	0.10	\$7.50
09/24/2024	Review correspondence from R.Harring.	KL	\$75.00	0.10	\$7.50
					\$352.50

Expenses

Date	Subject	Cost	Qty	Total
09/27/2024	Copy/Printing 5 @ 0.25	\$0.25	5.00	\$1.25
				\$1.25

Subtotal	\$353.75
Total	\$353.75
Total Balance Due	\$353.75

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5197
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$457.50

Admin- Fire Rescue

Fees

Date	Subject	Staff	Rate	Hours	Total
09/05/2024	Communication with S.Young.	KL	\$75.00	0.10	\$7.50
09/05/2024	Receive and review fdem everbridge attachment regarding executed contract amendment.	KL	\$75.00	0.10	\$7.50
09/09/2024	Multiple communications with S. Young.	SL	\$225.00	0.20	\$45.00
09/09/2024	Revise FDEM Memorandum of Agreement.	SL	\$225.00	0.10	\$22.50
09/09/2024	Receive and review Attachment 2 - FDEM Everbridge Renewal.	SL	\$225.00	0.20	\$45.00
09/17/2024	Receive and review press release regarding hydrant maintenance contractor HydroMax.	KL	\$75.00	0.20	\$15.00
09/20/2024	Receive and review request for legal services regarding Fire District Interlocal Agreement.	KL	\$75.00	0.30	\$22.50
09/20/2024	Multiple communications with K.Wodrich.	KL	\$75.00	0.20	\$15.00
09/23/2024	Review of request for legal services regarding Fire District Interlocal Agreement.	KL	\$75.00	0.10	\$7.50
09/26/2024	Review Interlocal Agreement regarding site development plan and building permit application review fee.	SL	\$225.00	0.50	\$112.50
09/26/2024	Research Code of Ordinances regarding site development plan and building permit application review fees.	SL	\$225.00	0.40	\$90.00

09/26/2024	Communication with K. Wodrich regarding interlocal agreement.	SL	\$225.00	0.10	\$22.50
09/27/2024	Review of section 6-4.1. regarding building permit fees.	KL	\$75.00	0.20	\$15.00
09/27/2024	Review of section 7-23 regarding fee schedule.	KL	\$75.00	0.10	\$7.50
09/30/2024	1 email sent/reviewed regarding (Tarpon Springs) Electronic Plan Review / Fire District Interlocal Agreement.	SL	\$225.00	0.10	\$22.50
					\$457.50

Subtotal	\$457.50
Total	\$457.50
Total Balance Due	\$457.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5198
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$2,888.25

Admin- Planning & Zoning

Fees

Date	Subject	Staff	Rate	Hours	Total
09/02/2024	1 email sent/reviewed regarding Vavlas HPB Appeal (Tarpon Springs) - needs reponse	AD	\$225.00	0.10	\$22.50
09/03/2024	Review correspondence from K.Creighton.	KL	\$75.00	0.10	\$7.50
09/03/2024	Communication with P.McNeese.	KL	\$75.00	0.20	\$15.00
09/03/2024	Receive and review request for legal services regarding draft agenda item 13 vavlas appeal.	KL	\$75.00	0.30	\$22.50
09/03/2024	Receive and review 22-139 20 Hibiscus certificate of approval packet.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review 24-22 Vavlas 20-26 Hibiscus certificate of approval packet.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review 22-139 Vavlas certificate of approval.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review 24-22 Vavlas 20-26 Hibiscus denial of certificate of approval.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review draft resolution 2024-27.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review agenda memo regarding application 24-49 Vavlas appeal of hpb decision.	KL	\$75.00	0.20	\$15.00
09/03/2024	Receive and review application regarding Vavlas appeal of hpb decision.	KL	\$75.00	0.10	\$7.50

09/03/2024	Receive and review 6/21 appeal letter regarding Vavlas appeal of hpb decision.	KL	\$75.00	0.10	\$7.50
09/03/2024	Review correspondence from R.Vincent.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review request for legal services regarding citywide noise ordinance.	KL	\$75.00	0.30	\$22.50
09/03/2024	Receive and review communication from J. Graham regarding FLUM Amendment.	SL	\$225.00	0.10	\$22.50
09/04/2024	Organize file materials regarding planning and zoning board rules of procedure.	KL	\$75.00	0.20	\$15.00
09/04/2024	Communication with R.Vincent.	KL	\$75.00	0.10	\$7.50
09/04/2024	Review correspondence from J.Graham, Esq.	KL	\$75.00	0.10	\$7.50
09/04/2024	1 email sent/reviewed regarding approvals in Civic Clerk	AD	\$225.00	0.10	\$22.50
09/04/2024	1 email sent/reviewed regarding breakdown of land use categories: preservation-->R/OS (Tarpon Springs)	AD	\$225.00	0.10	\$22.50
09/05/2024	Review of status request for legal services item 970 bayshore dr.	KL	\$75.00	0.20	\$15.00
09/06/2024	Review correspondence from A.Huber, Esq.	KL	\$75.00	0.10	\$7.50
09/06/2024	Communication with P.McNeese.	KL	\$75.00	0.10	\$7.50
09/06/2024	Communication with A. Huber, Esq.	SL	\$225.00	0.10	\$22.50
09/06/2024	SL Notes from 7/29/24 Zoom Call with Staff re: Development Agreement and HPB Appeal reviewed	AD	\$225.00	0.10	\$22.50
09/06/2024	07.15.2024__TRC Compliance Memo reviewed	AD	\$225.00	0.10	\$22.50
09/06/2024	Application reviewed	AD	\$225.00	0.30	\$67.50
09/06/2024	Staff Memo_Live Local Opt Out DRAFT edited and reviewed	AD	\$225.00	0.10	\$22.50
09/06/2024	Moses Tucker Partners Development Proposal and Agreement Application reviewed	AD	\$225.00	0.20	\$45.00
09/06/2024	Tarpon Springs Code - Article VI - Development Agreements reviewed	AD	\$225.00	0.20	\$45.00
09/06/2024	1 email sent/reviewed regarding Live Local - Opt Out	AD	\$225.00	0.10	\$22.50
09/06/2024	DRAFT Moses Tucker Development Agreement reviewed	AD	\$225.00	0.20	\$45.00
09/06/2024	Moses Tucker Development Agreement - DRAFT 090624 created, then edited	AD	\$225.00	1.30	\$292.50
09/06/2024	Resolution 2024-XX Live Local Opt Out - DRAFT - DLF Edits edited and reviewed	AD	\$225.00	0.10	\$22.50
09/09/2024	Review correspondence from R.Vincent.	KL	\$75.00	0.10	\$7.50
09/09/2024	1 email sent/reviewed regarding HPB Appeal	AD	\$225.00	0.20	\$45.00
09/10/2024	Communication with P.McNeese.	KL	\$75.00	0.10	\$7.50

09/10/2024	Receive and review draft moses tucker development agreement from A.McPherson.	KL	\$75.00	0.20	\$15.00
09/10/2024	Communication with A. McPherson, Esq. regarding Development Agreement.	SL	\$225.00	0.20	\$45.00
09/10/2024	Review A. McPherson, Esq. revisions to Development Agreement.	SL	\$225.00	0.30	\$67.50
09/11/2024	Receive and review agenda regarding 9/16 planning and zoning board.	KL	\$75.00	0.30	\$22.50
09/11/2024	Communication with P.McNeese.	KL	\$75.00	0.10	\$7.50
09/11/2024	Communication with R. Vincent and P. McNeese.	SL	\$225.00	0.10	\$22.50
09/11/2024	Communication with M. LeCouris.	SL	\$225.00	0.10	\$22.50
09/12/2024	Review correspondence from J.Graham, Esq.	KL	\$75.00	0.20	\$15.00
09/12/2024	Receive and review request for legal services regarding comprehensive plan policy CON1.4.1.	KL	\$75.00	0.30	\$22.50
09/12/2024	Multiple communications with P.McNeese.	KL	\$75.00	0.20	\$15.00
09/16/2024	Review of request for legal services regarding citywide noise ordinance.	KL	\$75.00	0.10	\$7.50
09/16/2024	Multiple communications with P.McNeese.	KL	\$75.00	0.30	\$22.50
09/16/2024	Communication with R. Vincent.	SL	\$225.00	0.20	\$45.00
09/16/2024	Communication with A. McPherson, Esq.	SL	\$225.00	0.20	\$45.00
09/16/2024	Multiple communications with R.Vincent.	KL	\$75.00	0.20	\$15.00
09/16/2024	Receive and review report regarding proposed comprehensive plan amendment Objections, Recommendations and Comments (ORC).	KL	\$75.00	0.20	\$15.00
09/16/2024	Multiple communications with P.McNeese.	KL	\$75.00	0.20	\$15.00
09/16/2024	Email attachment reviewed – Tarpon Springs 24-01ER (proposed)	AD	\$225.00	0.10	\$22.50
09/16/2024	Email attachment reviewed – Legal Services Request – Tarpon Springs Planning and Zoning 9-12-2024	AD	\$225.00	0.10	\$22.50
09/16/2024	1 email sent/reviewed regarding effective date of new comprehensive plan – TS	AD	\$225.00	0.10	\$22.50
09/16/2024	1 email sent/reviewed regarding Moses Tucker – Draft Development Agreement	AD	\$225.00	0.10	\$22.50
09/17/2024	Meeting with R. Vincent, P. McNeese, A. Keen.	SL	\$225.00	0.50	\$112.50
09/17/2024	Prepare for and attend meeting with staff to discuss Development Agreement.	AD	\$225.00	1.00	\$225.00
09/17/2024	DRAFT Moses Tucker Development Agreement reviewed	AD	\$225.00	0.10	\$22.50
09/18/2024	Multiple communications with P.McNeese.	KL	\$75.00	0.30	\$22.50

09/18/2024	Review of request for legal services regarding comp plan Policy CON 1.4.1 (Parcel ID #15-27-15-00000-440-0600 Application).	KL	\$75.00	0.20	\$15.00
09/18/2024	Receive and review request for legal services regarding Sidewalk Cafe Agreement.	KL	\$75.00	0.30	\$22.50
09/19/2024	Review and revise Moses Tucker Development Agreement.	SL	\$225.00	0.40	\$90.00
09/19/2024	Communication with R. Vincent, P. McNeese regarding development agreement.	SL	\$225.00	0.20	\$45.00
09/19/2024	Meeting with P. McNeese, R. Vincent, A. Keen.	SL	\$225.00	0.50	\$112.50
09/19/2024	Attendance at virtual meeting with Planning Dept.	AD	\$225.00	0.50	\$112.50
09/20/2024	Review correspondence from A.McPherson, Esq.	KL	\$75.00	0.10	\$7.50
09/20/2024	Continue revising development agreement.	SL	\$225.00	0.30	\$67.50
09/20/2024	Communication with A. McPherson, Esq.	SL	\$225.00	0.20	\$45.00
09/20/2024	Communication with R. Vincent.	SL	\$225.00	0.20	\$45.00
09/20/2024	1 email sent/reviewed regarding wetlands	AD	\$225.00	0.20	\$45.00
09/23/2024	Review correspondence from R.Vincent.	KL	\$75.00	0.10	\$7.50
09/24/2024	Communication with P.McNeese.	KL	\$75.00	0.10	\$7.50
09/25/2024	Multiple communications with A. McPherson, Esq.	SL	\$225.00	0.30	\$67.50
09/26/2024	Review correspondence from A.McPherson.	KL	\$75.00	0.20	\$15.00
09/26/2024	Multiple communications with R. Vincent.	SL	\$225.00	0.30	\$67.50
09/26/2024	Communication with A. McPherson, Esq.	SL	\$225.00	0.20	\$45.00
09/26/2024	1 email sent/reviewed regarding Moses Tucker – Draft Development Agreement	AD	\$225.00	0.10	\$22.50
09/26/2024	Review Agenda Memo regarding Moses Tucker Development Agreement.	SL	\$225.00	0.10	\$22.50
09/30/2024	Receive and review request for legal services regarding Conservation Easement Parcel ID #15-27-15-00000-440-0600.	KL	\$75.00	0.20	\$15.00
09/30/2024	Services provided on 9/30/2024	SL	\$225.00	0.60	\$135.00
					\$2,887.50

Expenses

Date	Subject	Cost	Qty	Total
09/27/2024	Copy/Printing 3 @ 0.25	\$0.25	3.00	\$0.75
				\$0.75

Subtotal	\$2,888.25
Total	\$2,888.25
Total Balance Due	\$2,888.25

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5199
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$277.50

Admin- Project Administration

Fees

Date	Subject	Staff	Rate	Hours	Total
09/17/2024	Receive and review request for legal services regarding Stamas property purchase fact sheet.	KL	\$75.00	0.20	\$15.00
09/17/2024	Receive and review Stamas property referendum flyer.	KL	\$75.00	0.10	\$7.50
09/17/2024	Review correspondence from B.Robertson.	KL	\$75.00	0.10	\$7.50
09/17/2024	Research regarding referendum and factual information.	SL	\$225.00	0.70	\$157.50
09/17/2024	1 email sent/reviewed regarding DRAFT Stamas property purchase fact sheet ver1	AD	\$225.00	0.10	\$22.50
09/18/2024	Receive and review property fact sheet.	SL	\$225.00	0.20	\$45.00
09/18/2024	1 email sent/reviewed regarding DRAFT Stamas property purchase fact sheet ver1	AD	\$225.00	0.10	\$22.50
					\$277.50

Subtotal	\$277.50
Total	\$277.50
Total Balance Due	\$277.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5200
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$5,670.00

Public Meetings and Officials

Fees

Date	Subject	Staff	Rate	Hours	Total
09/02/2024	8.20.2024 Board of Commissioner Regular Session Agenda Packet reviewed	AD	\$225.00	0.10	\$22.50
09/02/2024	September 3, 2024 BOC Regular Session Packet created, then reviewed	AD	\$225.00	0.40	\$90.00
09/03/2024	Review correspondence from J.Graham, Esq.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review presentation regarding ordinance 2024-06 at 9/3 board of commissioners.	KL	\$75.00	0.20	\$15.00
09/03/2024	Receive and review agenda regarding 9/3 board of commissioners.	KL	\$75.00	0.30	\$22.50
09/03/2024	Receive and review agenda regarding 9/4 board of commissioners special session.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review agenda regarding 9/5 technical review committee.	KL	\$75.00	0.10	\$7.50
09/03/2024	Receive and review agenda regarding 9/12 code enforcement board.	KL	\$75.00	0.10	\$7.50
09/03/2024	Prepare for 9/3 BOC meeting.	AD	\$225.00	2.00	\$450.00
09/03/2024	Communicate with Commissioner Koulianos.	AD	\$225.00	0.20	\$45.00
09/03/2024	Attendance at 9/3 BOC meeting.	AD	\$225.00	4.70	\$1,057.50
09/03/2024	September 3, 2024 BOC Regular Session Packet reviewed	AD	\$225.00	0.50	\$112.50

09/03/2024	Presentation 9.3.2024 BOC – Concerned Citizens of Tarpon Springs reviewed	AD	\$225.00	0.20	\$45.00
09/05/2024	Receive and review agenda regarding 9/9 board of commissioners special session.	KL	\$75.00	0.10	\$7.50
09/05/2024	Receive and review agenda regarding 9/9 heritage preservation board.	KL	\$75.00	0.30	\$22.50
09/05/2024	Communication with K.Creighton.	KL	\$75.00	0.10	\$7.50
09/05/2024	Receive and review agenda packet regarding 9/9 heritage preservation board.	KL	\$75.00	0.20	\$15.00
09/09/2024	Prepare for 9/9 HPB meeting.	AD	\$225.00	1.50	\$337.50
09/09/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/09/2024	Receive and review agenda regarding 9/10 board of commissioners executive session.	KL	\$75.00	0.10	\$7.50
09/09/2024	Receive and review 9/5 press release board of commissioners vacancy.	KL	\$75.00	0.30	\$22.50
09/09/2024	9.9.2024 Heritage Preservation Board Agenda Packet reviewed	AD	\$225.00	0.20	\$45.00
09/09/2024	Attendance at 9/9 HPB meeting.	AD	\$225.00	0.60	\$135.00
09/10/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/10/2024	Receive and review agenda regarding 9/18 board of commissioners special session.	KL	\$75.00	0.10	\$7.50
09/10/2024	Receive and review agenda regarding 9/18 community redevelopment agency.	KL	\$75.00	0.10	\$7.50
09/10/2024	Quasi-Judicial Script – Tarpon Springs; DLF Edits reviewed	AD	\$225.00	0.60	\$135.00
09/11/2024	Review of board of commissioners regular session agenda regarding ordinance 2024-06 legislative first reading.	KL	\$75.00	0.20	\$15.00
09/12/2024	Communication with H.Lee.	KL	\$75.00	0.10	\$7.50
09/12/2024	Multiple communications with T.Hickey.	KL	\$75.00	0.30	\$22.50
09/12/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/16/2024	Communication with K.Creighton.	KL	\$75.00	0.10	\$7.50
09/16/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/16/2024	Receive and review agenda regarding 9/17 community redevelopment agency meeting.	KL	\$75.00	0.20	\$15.00
09/16/2024	Receive and review agenda regarding 9/17 board of commissioners.	KL	\$75.00	0.30	\$22.50
09/16/2024	Receive and review agenda regarding 9/18 community redevelopment agency budget special session.	KL	\$75.00	0.20	\$15.00
09/16/2024	Receive and review agenda regarding 9/18 board of commissioners special session.	KL	\$75.00	0.20	\$15.00

09/16/2024	Communication with A.Salzman, Esq.	KL	\$75.00	0.10	\$7.50
09/16/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/16/2024	Prepare for 9/16 P&Z Board Hearing.	AD	\$225.00	2.00	\$450.00
09/16/2024	Attendance at 9/16 P&Z Board Hearing.	AD	\$225.00	2.40	\$540.00
09/16/2024	9.16.2024 Planning and Zoning Board Agenda Packet reviewed	AD	\$225.00	0.30	\$67.50
09/16/2024	1 email sent/reviewed regarding (Tarpon Springs) 9/18 BOC Special Session	AD	\$225.00	0.10	\$22.50
09/17/2024	Prepare for 9/17 BOC meeting.	AD	\$225.00	2.00	\$450.00
09/17/2024	Attendance at 9/16 BOC and CRA meetings.	AD	\$225.00	5.00	\$1,125.00
09/17/2024	9.17.2024 Board of Commissioners Regular Session Agenda Packet reviewed	AD	\$225.00	0.20	\$45.00
09/17/2024	Quasi-Judicial Script - Tarpon Springs; DLF Edits reviewed	AD	\$225.00	0.20	\$45.00
09/20/2024	Communicate with Commissioner Koulianos.	AD	\$225.00	0.10	\$22.50
09/24/2024	Review of city calendar regarding public meetings October 2024.	KL	\$75.00	0.10	\$7.50
09/24/2024	Review of city calendar regarding public meetings November 2024.	KL	\$75.00	0.10	\$7.50
09/24/2024	Review of city calendar regarding public meetings December 2024.	KL	\$75.00	0.10	\$7.50
09/24/2024	Receive and review agenda regarding 10/3 technical review committee.	KL	\$75.00	0.20	\$15.00
09/24/2024	1 email sent/reviewed regarding Announced Candidate	AD	\$225.00	0.10	\$22.50
09/27/2024	Communication with T.Hickey.	KL	\$75.00	0.10	\$7.50
09/30/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
09/30/2024	Receive and review agenda regarding 10/1 board of commissioners.	KL	\$75.00	0.30	\$22.50
					\$5,670.00

Subtotal	\$5,670.00
Total	\$5,670.00
Total Balance Due	\$5,670.00

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5201
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$202.50

Admin - City Manager

Fees

Date	Subject	Staff	Rate	Hours	Total
09/02/2024	1 email sent/reviewed regarding my schedule	AD	\$225.00	0.10	\$22.50
09/09/2024	Communicate with CM.	AD	\$225.00	0.10	\$22.50
09/09/2024	Review correspondence from city manager.	KL	\$75.00	0.10	\$7.50
09/11/2024	Communication with T.Hickey.	KL	\$75.00	0.10	\$7.50
09/11/2024	Communication with T.Hickey.	KL	\$75.00	0.10	\$7.50
09/11/2024	Communicate with CM.	AD	\$225.00	0.10	\$22.50
09/14/2024	1 email sent/reviewed regarding Truist Parking Lot [- Internal-]	AD	\$225.00	0.10	\$22.50
09/16/2024	Communication with C.Rudd.	KL	\$75.00	0.10	\$7.50
09/17/2024	Review correspondence from city manager.	KL	\$75.00	0.20	\$15.00
09/17/2024	4 emails sent/reviewed regarding DRAFT Stamas property purchase fact sheet ver1	AD	\$225.00	0.20	\$45.00
09/24/2024	2 emails sent/reviewed regarding State of Emergency	AD	\$225.00	0.10	\$22.50
					\$202.50

Subtotal	\$202.50
Total	\$202.50
Total Balance Due	\$202.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5202
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$345.00

Admin- City Clerk

Fees

Date	Subject	Staff	Rate	Hours	Total
09/03/2024	Prepare civicclerk dashboard regarding agenda items review and approval.	KL	\$75.00	0.30	\$22.50
09/03/2024	Review of status request for legal services rules of procedure.	KL	\$75.00	0.20	\$15.00
09/03/2024	1 email sent/reviewed regarding Concerned Citizens of Tarpon Springs comments on Morgan Group FLUM amendment	AD	\$225.00	0.10	\$22.50
09/10/2024	Communication with city clerk.	KL	\$75.00	0.10	\$7.50
09/10/2024	Communication with city clerk.	KL	\$75.00	0.10	\$7.50
09/10/2024	Communication with city clerk.	KL	\$75.00	0.10	\$7.50
09/16/2024	Receive and review request for legal services regarding board of commissioners appointment.	KL	\$75.00	0.30	\$22.50
09/16/2024	Receive and review sec. 11 Terms of Office, Qualifications, Date of Annual Election	KL	\$75.00	0.10	\$7.50
09/17/2024	Communication with city clerk.	KL	\$75.00	0.10	\$7.50
09/17/2024	3 emails sent/reviewed regarding BOC Appointment	AD	\$225.00	0.20	\$45.00
09/17/2024	4 emails sent/reviewed regarding Doodle Polls	AD	\$225.00	0.10	\$22.50
09/19/2024	Communication with city clerk.	KL	\$75.00	0.10	\$7.50

09/19/2024	Receive and review memo regarding board of commissioners vacancy appointment.	KL	\$75.00	0.20	\$15.00
09/19/2024	Memo BOC 9-24 created	AD	\$225.00	0.10	\$22.50
09/19/2024	1 email sent/reviewed regarding Memo - appointment	AD	\$225.00	0.10	\$22.50
09/24/2024	Review correspondence from city clerk.	KL	\$75.00	0.10	\$7.50
09/24/2024	Receive and review executive order 2024-02 regarding state of local emergency.	KL	\$75.00	0.20	\$15.00
09/24/2024	SKM_C551i24092412500 created	AD	\$225.00	0.10	\$22.50
09/24/2024	1 email sent/reviewed regarding Executive Order (PTC 9)	AD	\$225.00	0.10	\$22.50
09/30/2024	1 email sent/reviewed regarding BOC Appointment Backup	AD	\$225.00	0.10	\$22.50
					\$345.00

Subtotal	\$345.00
Total	\$345.00
Total Balance Due	\$345.00

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5203
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$262.50

Admin- Cultural & Civic Services

Fees

Date	Subject	Staff	Rate	Hours	Total
09/04/2024	Review of status request for legal services regarding template artist agreement.	KL	\$75.00	0.10	\$7.50
09/16/2024	1 email sent/reviewed regarding TS Artist Agreement	AD	\$225.00	0.10	\$22.50
09/16/2024	SL's Notes - T/C Diane Wood edited and reviewed	AD	\$225.00	0.10	\$22.50
09/16/2024	Draft Artist Contract Template - Tamarac reviewed	AD	\$225.00	0.10	\$22.50
09/18/2024	Finalize artist agreement.	SL	\$225.00	0.60	\$135.00
09/20/2024	Prepare final draft Artist Agreement Template.	KL	\$75.00	0.70	\$52.50
					\$262.50

Subtotal	\$262.50
Total	\$262.50
Total Balance Due	\$262.50

DICKMAN LAW FIRM

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	5204
Invoice Date	10/01/2024
Payment Due On	10/08/2024
Amount Due	\$720.00

Admin- Building Development

Fees

Date	Subject	Staff	Rate	Hours	Total
09/12/2024	Receive and review request for legal services regarding letter of response sunset shores milestone inspection.	KL	\$75.00	0.20	\$15.00
09/12/2024	Prepare letter to S. Nikoloff, Esq. regarding milestone inspection.	SL	\$225.00	0.20	\$45.00
09/12/2024	Communication with D.Gilson.	KL	\$75.00	0.10	\$7.50
09/16/2024	Review of request for legal services regarding paver waiver form.	KL	\$75.00	0.20	\$15.00
09/16/2024	Communication with D.Gilson.	KL	\$75.00	0.10	\$7.50
09/16/2024	Receive and review pinellas code regarding sec. 98-4. construction and maintenance of and liability for paver driveways.	KL	\$75.00	0.30	\$22.50
09/18/2024	Communication with D. Gilson.	SL	\$225.00	0.20	\$45.00
09/18/2024	Prepare Right-of-Way Driveway Paver Agreement.	SL	\$225.00	0.80	\$180.00
09/18/2024	Research Pinellas County Code regarding paver driveways.	SL	\$225.00	0.20	\$45.00
09/19/2024	Prepare for and attend virtual meeting with Building Official.	AD	\$225.00	1.00	\$225.00
09/19/2024	Meeting with D. Gilson.	SL	\$225.00	0.50	\$112.50
					\$720.00

Subtotal	\$720.00
Total	\$720.00
Total Balance Due	\$720.00

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

10/17/24

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

Page: 1
October 02, 2024
Account No: 1924-0000M
Invoice No: 83362

City of Tarpon Springs/General

			<u>Description</u>	Hours	
09/03/2024	AJS	Conference with Commissioner Koulianos regarding several issues; Attend meeting with City Clerk and Deputy City Clerk regarding Public Records.		2.20	495.00
09/04/2024	AJS	Conference with City Manager regarding several issues; Review correspondence from Code Enforcement Board.		0.40	90.00
09/05/2024	AJS	Review correspondence from and prepare e-mail to Attorney Buell; Prepare e-mail to Attorney Conner regarding Buell; Review correspondence from Deputy City Clerk regarding Public Records; Conference with City Manager regarding Sagonias.		0.80	180.00
09/06/2024	AJS	Review Public Records Response; Analysis of same.		0.70	157.50
09/09/2024	AJS	Prepare for and attend Special Commission Meeting; Attend meeting with City Manager; Prepare Parking Agreement; Review correspondence from Mark Buell regarding Sagonias; Review correspondence from John Conner; Review correspondence from Mark Buell regarding negotiations.		4.20	945.00
09/10/2024	AJS	Review correspondence from P. J. Harbert; Review and analysis of Amendment to Grant Agreement; Prepare e-mail to P. J. Harbert; Conference with Commissioner Koulianos; Legal research and analysis of issue; Conference with Commissioner Koulianos.		2.60	585.00
09/12/2024	AJS	Prepare for and attend Code Enforcement Board Meeting; Conference with City Manager regarding meeting; Conference with Commissioner Koulianos regarding several issues.		2.60	585.00
09/13/2024	AJS	Review correspondence from Kevin Pomet; Review and analysis of Trust Parking Agreement; Conference with City Manager regarding same; Review correspondence from Attorney Bloom; Review correspondence from City Manager regarding Public Records; Review correspondence from Karen Lemons regarding Pomet; Review correspondence from Deputy City Clerk; Analysis of same.		1.20	270.00

City of Tarpon Springs

City of Tarpon Springs/General

Page: 2
 October 02, 2024
 Account No: 1924-0000M
 Invoice No: 83362

12/14/24

Hours

09/16/2024	AJS	Review Filings regarding Rasmussen; Review correspondence from and prepare e-mail to Bob Robertson regarding Agreement; Review Filings regarding Smith-Gillespie.	0.60	135.00
09/17/2024	AJS	Review correspondence from Anela Saday; Review and analysis of Request for Production for Employee Benefits Brokerage and Consulting Services; Prepare e-mail to Anela Saday; Conference with Anela Saday; Conference with City Manager; Review correspondence from City Manager; Prepare e-mail to City Manager regarding subpoena; Review correspondence from Hnou Lee; Analysis of same; Prepare e-mail to Hnou Lee regarding Code Order; Review correspondence from City Clerk; Analysis of issues; Prepare e-mail to City Clerk regarding Commissioner qualifications.	3.80	855.00
09/18/2024	AJS	Review correspondence from P.J. Harbert; Analysis of Library Construction Grant Amendment; Prepare e-mail to P.J. Harbert; Conference with City Manager regarding several issues; Conference with Chief Young regarding Code Violation; Prepare for and attend Tarpon Springs Board Meeting.	4.20	945.00
09/19/2024	AJS	Review correspondence from and prepare e-mail to Attorney Hughes regarding Code Enforcement; Conference with Commissioner Eisner regarding several issues.	0.60	135.00
09/20/2024	AJS	Review correspondence from Anela Saday; Review and analysis of Motorola Service Agreements; Prepare e-mail to Anela Saday regarding legal sufficiency.	0.80	180.00
09/24/2024	AJS	Review correspondence from and prepare e-mail to City Clerk regarding Public Records; Prepare for and draft David Gilson Affidavit; Review correspondence from and prepare e-mail to David Gilson; Review correspondence from PJ Harbert; Review and analysis of CDBG Community Center Grant and Attachments; Review and analysis of CDBG Park Grant and attachments; Review and analysis of of CDBG Park Grant and Attachments; Prepare e-mail to PJ Harbert; Review correspondence from and prepare e-mail to Attorney Hughes regarding Code Enforcement.	4.90	1,102.50
09/25/2024	AJS	Review correspondence from Janina Lewis; Review and analysis of Changes to Agreement for Consultant Services; Review correspondence from Patty Hall; Review and analysis of PFM Financial Advisors Agreement; Prepare e-mail to Patty Hall; Prepare Temporary Injunction.	4.80	1,080.00
09/30/2024	AJS	Review correspondence from Janina Lewis; Review and analysis of Hydrogeological Services; Prepare e-mail to Janina Lewis; Prepare e-mail to Vice Mayor and Commissioners regarding temporary housing.	1.60	360.00
		For Current Services Rendered	36.00	8,100.00
		Total Current Work		8,100.00
		Balance Due		\$8,100.00

Received

OCT 14 2024

City Manager
Tarpon Springs

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

OK
10/14/24

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

Attn: Mark LeCouris

Page: 1
October 02, 2024
Account No: 1924-0014M
Invoice No: 83364

Tarpon Springs/Wells Fargo Bank NA

		<u>Description</u>		
			Hours	
09/04/2024	AJS	Review summons, contact information, Notice of Lis Pendens, verified Complaint to foreclose Mortgage, attached documentation; Prepare Notice of Appearance; Prepare Answer and Affirmative Defenses.	2.80	490.00
		For Current Services Rendered	2.80	490.00
		Total Current Work		490.00
		Balance Due		<u>\$490.00</u>

Received 
OCT 14 2024
City Manager
Tarpon Springs



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250027-C-PH, CivicPlus ArchiveSocial and Web Software Platform (**Suzanne Linton IT Director, Janina Lewis Procurement Director**)

Recommendation

Award File No. 250027-C-PH, CivicPlus ArchiveSocial and Web Software Platform to CivicPlus LLC through October 1, 2025 in an amount not to exceed \$36,281.25 for the Information Technology Department.

Background

The purpose of this contract is to purchase CivicPlus software subscriptions and implementation services through GSA Contract No. GS-35F-0124U. Subscriptions are charged as an annual fee for the use of the software platforms. The platforms include municipal website hosting and social media archiving. GSA offers volume discount pricing on various products and services for federal, state and local governments (see attached memo).

Funding

Funding is budgeted in account 001-0304-513-4600, Information Technology.

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 2, 2024

SUBJECT: CivicPlus ArchiveSocial and Web Software Platform

Recommendation

Award \$36,281.25 to CivicPlus utilizing GSA Contract GS-35F-0124U for a period through 10/01/2025 for CivicPlus products and software licenses.

Background:

The purpose of this contract is to purchase CivicPlus software subscriptions and implementation services. Subscriptions are charged as an annual fee for the use of the software platforms. The platforms include municipal website hosting and social media archiving.

ArchiveSocial: \$6,391.00

CivicWeb: \$29,890.25

Funding: Funding is budgeted in 001-0304-513-4600.



GSA Statement of Work for Tarpon Springs, FL
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	22	\$2,988.92
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	18	\$2,366.64
Graphic Designer	\$109.57	60	\$6,574.20
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	42	\$4,601.94
Trainer	\$109.57	18	\$1,972.26
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	168	\$13,547.52
Subtotal			\$32,051.48
Discount			(\$2,161.23)
Initial Term Fees			\$29,890.25

- First Year Annual Services (Initial CivicEngage Central upgrades, maintenance, support, security and hosting)
- Premium Implementation – CivicEngage
- SSL Management – CP Provided, 1 per domain (renews annually)
- DNS and Domain Hosting Setup & Annual
- 6x New Customer System Training – 3 Hour blocks virtually, up to 12 attendees
- 150x Content Development Pages.
- AudioEye Managed
- CivicSend

Initial Term Fees	\$29,890.25
Renewal Annual Services (subject to uplift)	\$11,858.00



GSA Statement of Work for Tarpon Springs, FL
GSA Contract GS-35F-0124U

1. Performance and payment under this Statement of Work ("SOW") by and between Tarpon Springs, Florida ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of Contract GS-35F-0124U by and between the General Services Administration and CivicPlus (the "GSA Contract") and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>. In the event of any inconsistency between the GSA Contract and the Master Services Agreement, the GSA Contract shall take precedence.
2. This SOW shall remain in effect beginning at signing and continuing for 1 year. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Initial Term Fees will be invoiced upon signing.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service. fee.



GSA Statement of Work for Tarpon Springs, FL
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-84168-1

9/9/2024 12:34 PM

10/7/2024

Client:

City of Tarpon Springs, FL

Bill To:

TARPON SPRINGS CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Adam Deschenes	(858) 328-2886	adam.deschenes@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots

List Price - Initial Term Total	USD 8,188.00
Total Investment - Initial Term	USD 6,391.00
Annual Recurring Services (Subject to Uplift)	USD 5,391.00

Initial Term	10/7/2024 - 10/6/2025, Renewal Term 10/7 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title **Multiple Award Schedule**

For more information on ordering from Federal Supply Schedules go to the GSASchedules page at GSA.gov.

Contract Number: **GS-35F-0124U**

Contract period: **December 12, 2007 – December 11, 2027**

Contractor: **CivicPlus, LLC**

Contract Administrator: **Kyle Karpowicz**

Business Size: **Other**

Address: **302 S. 4th Street, Suite 500
Manhattan, KS 66502**

Telephone: **888-228-2233**

Facsimile: **785-587-8951**

E-mail: karpowicz@civicplus.com

Website: www.civicplus.com

CUSTOMER INFORMATION:

1a. Table of awarded special item numbers:

54151S Information Technology Professional Services

1b. 54151S Information Technology Professional Services

Labor Category	GSA Hourly Rate with IFF
Website Consultant	\$149.01
Project Manager	\$135.86
Network Consultant	\$135.86
Wireless Network Technician	\$135.86
Programmer	\$131.48
Graphic Designer	\$109.57
Writer	\$109.57

Server and Network Technician	\$109.57
Trainer	\$109.57
PC Technician	\$89.41
Content Developer	\$80.64

1c. Description of Hourly Rates:

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultants provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix current operating systems, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the “client experience” throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
 - Client phone and on-site training and consulting assignments
 - Training staff meetings
 - Internal staff trainings

- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with software as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as install wireless components such as access points and routers, know the difference between frequencies and best suited antennas, and configure, filter, and troubleshoot wireless network.

- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus’ reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.
- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code, including add new functionality to enhance the performance and features of software, replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems, research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of software and define functional and technical requirements for new projects and changes to the current system.

- Technical consulting
 - Design consulting to gear site designs towards web standards, performance, and general usability
 - Internal training for new functionality
 - Internal support for how the software works
 - Setup new servers
 - Setup new sites including the setup on the servers and the layout template for individual sites
 - Performance monitoring of servers and sites
- **Minimum Education:** Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in Website navigation architecture and engineering, Website design: color choices, prominent elements, and supporting elements, Section 508/ADA compliance, Website readability and usability, Content development, and identifying items for featured use

Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- Software/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures

- Reengineer processes for the web
- Determine and prioritize desired new features for software or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

2. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 54151S
3. The minimum dollar value of orders to be issued is \$ **100**.
4. The Geographic Scope of Contract will be domestic and overseas delivery.
5. Point(s) of production (city, county, and State or foreign country): N/A
6. Listed prices are discounted 7% from listed pricing. Prices shown on attached price list are net prices with discount included
7. Quantity discounts. Additional 2% discount for orders over \$200,000.
8. Prompt payment terms: 0%
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): None
- 11a. Time of delivery: As agreed to be Ordering Agency
- 11b. Expedited Delivery: Contact Contractor representative for availability of expedited delivery.
- 11c. Overnight and 2-day delivery. Overnight and 2-day delivery are not available.
- 11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. F.O.B. point(s): N/A
- 13a. Ordering address(es): N/A
- 13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work..

14. Payment address: CivicPlus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502.
15. Warranty provision: For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - Time of delivery/installation quotations for individual orders;
 - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
 - The above is not intended to encompass items not currently covered by the GSA Schedule contract.
16. Export packing charges: N/A
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): N/A
18. Terms and conditions of rental, maintenance, and repair (if applicable): N/A
19. Terms and conditions of installation (if applicable): N/A
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A
- 20a. Terms and conditions for any other services (if applicable): N/A
21. List of service and distribution points (if applicable): N/A
22. List of participating dealers (if applicable): N/A
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at www.civicplus.com. The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number: 883003113
26. Notification regarding registration in System for Award Management (SAM) database: CivicPlus, LLC is registered in the sam.gov database. We will keep our registration current as per the contract requirements.



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250015-C-PH, PowerDMS NEOGOV Applicant Tracking Software (**Suzanne Linton IT Director, Janina Lewis Procurement Director**)

Recommendation

Award File No. 250015-C-PH, PowerDMS NEOGOV Applicant Tracking Software to NEOGOV through October 15, 2027 in an amount not to exceed \$59,930.90 for the Information Technology Department.

Background

The purpose of this contract is to purchase NEOGOV software subscriptions and licenses. Licenses are charged as an annual fee for the use of the software platforms. This software will assist the city in sourcing more leads and managing candidate relationships with easy-to-use tools, automated outreach, and recruitment data tracking. This contract was awarded by the North Carolina Sheriffs' Association and is available to any and all units of local government/political subdivisions inside and outside the state of North Carolina (see attached memo).

Funding

Funding is budgeted in accounts 001-1002-521-4600 and 001-0304-513-4600.

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 2, 2024

SUBJECT: PowerDMS NEOGOV Applicant Tracking Software

Recommendation

Award \$59,930.90 to NEOGOV utilizing North Carolina Sheriff's Association Contract No. 25-04-0222 for NEOGOV products and software licenses.

Background:

The purpose of this contract is to purchase NEOGOV software subscriptions and licenses. Licenses are charged as an annual fee for the use of the software platforms. This software will assist the city in sourcing more leads and managing candidate relationships with easy-to-use tools, automated outreach, and recruitment data tracking.

NeoGov Applicant Tracking Year One: \$23,393.81

NeoGov Applicant Tracking Year Two: \$17,736.45

NeoGov Applicant Tracking Year Three: \$18,800.64

Funding: Funding is budgeted in 001-1002-521-4600 and 001-0304-513-4600.

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Vincent VanAuker

Customer:

Tarpon Springs, City of (FL)
324 E. Pine St
Tarpon Springs, FL 34689
USA

Quote Valid From: 8/14/2024
Quote Valid To: 9/30/2024

Quote Number: Q-17476
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 360
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$11,397.60
Insight Setup	ONE-TIME			\$4,950.00
Governmentjobs.com Subscription	RECURRING			\$1,890.90
Candidate Text Messaging Subscription	RECURRING			\$1,085.81
New Hire Export (IN) Subscription	RECURRING			\$1,588.50
New Hire Export (IN) Setup	ONE-TIME			\$2,481.00
Year 1 TOTAL:				\$23,393.81

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$12,664.00
Governmentjobs.com Subscription	RECURRING			\$2,101.00
Candidate Text Messaging Subscription	RECURRING			\$1,206.45

Service Description	Type	Start Date	End Date	Term Price (USD)
New Hire Export (IN) Subscription	RECURRING			\$1,765.00
Year 2 TOTAL:				\$17,736.45

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$13,423.84
Governmentjobs.com Subscription	RECURRING			\$2,227.06
Candidate Text Messaging Subscription	RECURRING			\$1,278.84
New Hire Export (IN) Subscription	RECURRING			\$1,870.90
Year 3 TOTAL:				\$18,800.64

ORDER TOTAL (USD) : **\$59,930.90**

DRAFT

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Tarpon Springs, City
of (FL)"**

Signature:

Print Name:

Date:

NORTH CAROLINA SHERIFFS' ASSOCIATION

P.O. BOX 20049
RALEIGH, NC 27619-0049

INVITATION TO BID

BID NUMBER: 25-04-0222

BID TITLE: TECHNOLOGY

ADVERTISEMENT DATE: October 24, 2023

PRE-BID CONFERENCE: December 8, 2023 (2:00 – 4:00 PM EST)

PRE-BID CONFERENCE TO BE HELD AT: Zoom - *Meeting materials will be provided to all who RSVP.*

DEADLINE TO RSVP FOR PRE-BID CONFERENCE: December 1, 2023 – *Please email Anna Martin at amartin@ncsheriffs.net*

BIDDING OPENS: January 22, 2024

ELECTRONIC REPLIES DUE: February 22, 2024 at 12:00 NOON EST

BID SUBMITTALS: All pricing, discounts, build sheets, option sheets, and required bid documents must be uploaded in VendorLink for the bid to be considered. Vendors must register with VendorLink and be listed as a Planholder to submit a bid for NCSA Technology Bid 25-04-0222.

www.myvendorlink.com

All vendors are to notify Anna Martin by November 3, 2023, with any technology items that need to be added to the list of technology that will be eligible for bidding. Please submit all requests using the "Add/Delete" form found within VendorLink under the "Document" section for Bid 25-04-0222.

BIDS MUST BE SUBMITTED WITHIN VENDORLINK AT WWW.MYVENDORLINK.COM. SOLICITATION DOCUMENTS AND BID INFORMATION CAN BE ACCESSED WITHIN VENDORLINK AND ON THE NCSA WEBSITE ([HTTPS://NCSHERIFFS.ORG/SERVICES/TECHNOLOGY-PROCUREMENT-PROGRAM](https://NCSHERIFFS.ORG/SERVICES/TECHNOLOGY-PROCUREMENT-PROGRAM)). MANUFACTURERS AND VENDORS WHO WISH TO PARTICIPATE IN THIS INVITATION TO BID SHOULD PARTICIPATE IN THE PRE-BID CONFERENCE. YOU WILL BE REQUIRED TO COMPLETE THE "2024-2025 MANUFACTURER REGISTRATION FORMS." THESE FORMS ARE ELECTRONIC DOCUMENTS ON VENDORLINK AND THE NCSA WEBSITE (WWW.NCSHERIFFS.ORG). CONTACT ANNA MARTIN AT (919) 459-1072 FOR REGISTRATION INFORMATION.

Note: All current contracts held under Bid 23-02-0222R and Bid 24-03-0222 will expire on March 15, 2024. The NCSA will not be extending any contracts for one additional year. Current contractors must submit a bid under Bid 25-04-0222 to be considered for award for the 2024-2025 contract year.

ADVERTISEMENT

TECHNOLOGY

BID NUMBER: 25-04-0222

The North Carolina Sheriffs' Association (NCSA) invites interested bidders to submit bid proposals for its 2024-2025 Technology Cooperative Purchasing Program.

Each contract shall be awarded to responsive and responsible bidders. All bids submitted via VendorLink will be made to all responsive and responsible bidders. Awards may be made to more than one bidder. Any VendorLink submissions received that do not meet solicitation requirements will be considered non-responsive. All bidders will go through a mandatory vetting process, conducted by the North Carolina Sheriffs' Association.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the posting thereof.

Bidders are hereby advised that the NCSA Contract Administrator reserves the right to reject any bid proposal not considered to be competitive in nature based on the best pricing information available. Furthermore, the NCSA Contract Administrator reserves the right to reject any or all bids, in whole or in part, and/or make awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agency, and to waive any informality in any proposal.

Specifications and solicitation documents may be obtained by bona fide bidders via the NCSA website at www.ncsheriffs.org. Vendors who wish to participate in this invitation to bid should participate in the Pre-Bid Conference (date found on the official Invitation to Bid). Contact Anna Martin, NCSA Senior Coordinator – Business Development, at (919) 459-1072 or amartin@ncsheriffs.net for registration information.

NORTH CAROLINA SHERIFFS' ASSOCIATION



By: _____

Jason Bennett
North Carolina Sheriffs' Association
Director - Business Development

PUBLISH: ***NORTH AMERICA PROCUREMENT COUNCIL (NAPC) POWERED BY VENDOR REGISTRY***
October 24, 2023

**North Carolina Sheriffs' Association
Technology Procurement Program
Contract Award Agreement**

**Technology Procurement Program
Bid 25-04-0222**

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its nationwide competitive award for Technology effective March 16, 2024 through March 15, 2025.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 25-04-0222, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

DocuSigned by:

Joseph Hiraldo

4DE48757374E4C4...

Signature of Authorized Representative

Joseph Hiraldo

Printed Name of Authorized Representative

NEOGOV

Contractor/Company Name (Please Print)

3/20/2024 | 12:47:01 PM PDT

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

March 16, 2024

Date



Project Administration Department

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

Memorandum

Date: October 2, 2024
To: Mayor, Board of Commissioners, and City Manager
Through: Tom Funcheon, Public Works Director
From: P.J. Harbert, Grant Project Specialist
James Burke, Parks Supervisor
Subject: Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSPARK

Recommendation

Approval is recommended for the Mayor or his/her designee per City resolution to execute a Community Development Block Grant Program Subaward Subrecipient Agreement with Pinellas County in the amount of \$35,999.86 for the purpose of replacing the outdoor exercise equipment, installing cement surfacing under the exercise equipment and, installing safety signs. This funding is a pass-through grant from Pinellas County through the United States Department of Housing and Urban Development (HUD).

Summary

Through the proposed subrecipient agreement, Pinellas County has agreed to partner with the City to fund the replacement of the outdoor exercise equipment, install cement surfacing under the exercise equipment and, to install safety signs. This agreement provides \$35,999.86 of funding with the City providing a \$12,000.00 match for a total of \$47,999.86 for total project costs.

This agreement will be in effect from 10/01/2024-09/30/2025.

The agreement document is attached.

The City Attorney has reviewed this document.

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

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

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

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

WHEREAS, the COUNTY'S 2024-2025 Community Development Annual Action Plan includes Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2024-2025 Annual Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 24-46, approved the 2024-2025 Annual Action Plan (Action Plan); and

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

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

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

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

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

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

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

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

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

1. PROJECT DESCRIPTION

- a) CITY shall make improvements at the CITY'S Tarpon Springs Exercise Park located at 230 East Live Oak Street, Tarpon Springs; hereinafter referred to as the "PROJECT." COUNTY shall provide funds to CITY under this AGREEMENT for eligible costs associated with PROJECT.
- b) CITY shall administer the PROJECT in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds and shall ensure all contracts and subcontracts adhere to all requirements of this AGREEMENT. The PROJECT will consist of the following facility improvements at the Tarpon Springs Exercise Park including:
 - i. Replace outdoor park exercise equipment;
 - ii. Install cement surfacing under exercise equipment; and
 - iii. Install safety signs.
- c) CITY shall carry out the PROJECT under this AGREEMENT in accordance with the following:
 - i. CITY shall prepare, or cause to be prepared on its behalf, written plans and specifications for the Project. CITY shall provide construction services through an acceptable competitive process for any site improvements for PROJECT. Said construction contracts or bids shall be submitted to DEPARTMENT with a request for approval to accept the recommended as reasonable and acceptable.
 - ii. CITY shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with all prime contractors.
 - iii. CITY shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
- d) CITY shall ensure PROJECT meets the CDBG National Objective to benefit low- and moderate-income persons, as defined in 24 CFR 570.208. CITY certifies that the PROJECT will meet the national objective

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by providing access to outdoor recreational space and exercise equipment at the City's Exercise Park for the benefit of approximately 1,430 community residents, in the locally designated Tarpon Springs Target Area, a low- to moderate-income area.

- e) Property: The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 230 East Live Oak Street, Tarpon Springs 34689, which is further known as:

LEGAL DESCRIPTION: ALL OF LOTS 1, 2, AND 3, BLOCK 16, OF THE OFFICIAL MAP OF THE TOWNSHIP OF TARPON SPRINGS, PER PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 800, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS A PART; AND THAT CERTAIN PARCEL OF LAND FOUND IN BLOCK 16, DESCRIBED AS: ALL THAT TRACT OF MARSHLAND IN BLOCK 16, BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 16, THENCE RUN DUE WEST BY THE SOUTH SIDE OF THE NEW EXTENSION OF LIVE OAK AVENUE TO A STAKE ON SAFFORD AVENUE, THENCE RUN SOUTH BY THE EAST SIDE OF SAFFORD AVENUE 425 FEET, THENCE RUN EAST TO THE NORTHWEST CORNER OF LOT 3, BLOCK 16, THENCE RUN NORTHERLY ALONG THE EAST SIDE OF GRAND BOULEVARD TO THE POINT OF BEGINNING, ACCORDING TO THE OFFICIAL MAP OF TARPON SPRINGS, PER PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 800, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; AND

THAT TRACT OF LAND IN OR ADJACENT TO BLOCK 16 OF THE MAP OF THE TOWN OF TARPON SPRINGS, AS RECORDED IN BOOK G, PAGES 800 AND 801, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; DESCRIBED AS FOLLOWS:

FROM THE NW CORNER OF LOT 3 OF SAID BLOCK 16, AS A POINT OF BEGINNING, RUN SOUTHERLY, WESTERLY, AND NORTHWESTERLY ALONG THE SOUTHERLY SIDE OF GRAND BOULEVARD, TO THE EAST SIDE OF SAFFORD AVENUE; THENCE RUN NORTH ALONG THE EAST SIDE OF SAFFORD AVENUE TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE RUN EAST ALONG THE SOUTH LINE OF THAT TRACT CONVEYED BY DEED RECORDED IN DEED BOOK 1213, PAGE 151; TO THE POINT OF BEGINNING.

AND ALSO:

THAT TRACT OF LAND LYING SOUTH OF BLOCK 15 OF SAID MAP OF THE TOWN OF TARPON SPRINGS, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE SOUTH LINE OF SAID BLOCK 15; ON THE EAST BY THE CENTERLINE OF GROSSE AVENUE; ON THE SOUTH BY THE NORTH LINE OF THAT TRACT CONVEYED BY DEED RECORDED IN DEED BOOK 1213, PAGE 151; AND ON THE WEST BY THE EAST LINE OF SAFFORD AVENUE; LESS RIGHT OF WAY USED FOR THE ATLANTIC COASTLINE RAILROAD AND EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCEL NO#.: 12/27/15/89982/016/0101

- f) CITY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into this AGREEMENT and restrict the use of the PROPERTY as described herein.

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

2. MONITORING

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

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2025**, or until COUNTY'S full and complete disbursement of funding to CITY, whichever comes first. CITY may use the funds provided herein to cover eligible PROJECT expenses incurred by the CITY between **October 1, 2024** and **September 30, 2025**.

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

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse CITY a maximum of **\$35,999.86 (Thirty-Five Thousand, Nine Hundred Ninety-Nine and 86/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.
- b) If CITY receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, CITY shall notify COUNTY in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by COUNTY within forty-five (45) days of

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said notification. Should CITY collect any third-party payments for eligible activities for which COUNTY has reimbursed CITY, CITY shall reimburse COUNTY up to the total amount reimbursed by COUNTY.

- c) COUNTY shall pay CITY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT.
- d) CITY shall submit supporting documentation with each request for reimbursement of actual costs incurred by CITY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to CITY by the DEPARTMENT.
- e) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay CITY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- f) Should CITY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.
- g) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the COUNTY may prescribe.
- h) CITY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the CITY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- i) In the event that HUD determines that CITY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, CITY shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.
- j) CITY shall insure recognition of the role of the COUNTY in providing funding through this AGREEMENT. Where possible, all media, press releases, publications, and temporary construction signage, if applicable, utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- k) Labor Standards. CITY acknowledges that the entire Project is subject to and agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

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

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

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

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

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

(a)	Subrecipient's Name	City of Tarpon Springs
(b)	Subrecipient's Unique Entity Identifier (UEI)	Q41BMMTPYN93
(c)	Federal Award Identification Number (FAIN)	B-24-UC-12-0005
(d)	Federal Award Date	09/19/2024
(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
(f)	Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
(g)	Amount of Federal Funds Obligated in the subaward	\$35,999.86
(h)	Total Amount of Federal Funds Obligated to Subrecipient (" <i>by the pass-through entity including the current financial obligation</i> ")	\$125,999.86

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(i)	Total Amount of the Federal Award (<i>"committed to the subrecipient by the pass-through entity."</i>)	\$125,999.86
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Exercise Park infrastructure improvements including replacing outdoor park exercise equipment and installation of safety signs and cement surfacing under exercise equipment.
(k)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(l)	Pass-Through Entity, GRANTEE	Pinellas County
(m)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 310 Court Street, 1 st Floor Clearwater, Florida 33756 Phone: 727-464-8232
(n)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(o)	Amount Made Available Under Each Federal Award	\$2,338,964.00
(p)	Identification of Whether the Award is for research and development (R&D)	Award not for R&D
(q)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is used in accordance with 2 C.F.R 200.414	N/A

6. PROGRAM INCOME

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

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- a) Use Restrictions: The CITY covenants and agrees that the PROPERTY shall be used to provide services to community residents. The CITY shall ensure that 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD.
- b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **October 1, 2030** (hereinafter the "Restricted Period").
- c) Successors and Assigns: The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the CITY, its successors, assigns, and all subsequent owners

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of the PROPERTY or any interest therein, during the Restricted Period. The CITY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the PROPERTY. Notwithstanding, however, if all or any part of the PROPERTY or an interest therein is sold or transferred, the COUNTY may, in its sole discretion, and in addition to all other remedies provided in law or equity, require CITY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Housing and Community Development Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).

- d) Sale or Lease Notice Requirements: CITY covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.
- e) Recordation: This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

8. DEFAULT

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

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the CITY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT;
- d) Submission by the CITY to COUNTY of reports that are incorrect or incomplete in any material respect; or
- e) Sale or alteration of the PROJECT or PROPERTY in a way that no longer conforms to the use or terms specified herein.

9. REMEDIES

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

- a) To compel specific performance by CITY of its obligations under this AGREEMENT;

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

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

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

10. TERMINATION

- a) Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Sections 8 and 9 herein.
- b) Termination for convenience. This AGREEMENT may be terminated by COUNTY or CITY, in whole or in part, upon sixty (60) days written notice by the terminating party to the other party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by CITY, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. When applicable, the COUNTY will follow the applicable requirements of 2 C.F.R. Part 200.340 (Termination) and 2 CFR Part 200.341 (Notification of Termination Requirement) for reporting termination of AGREEMENT to

the OMB-designated integrity and performance system, System for Award Management (SAM) database.

- c) Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).
- d) Effects of Termination. Costs to the CITY resulting from obligations incurred by the CITY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes CITY in the notice of suspension or termination. Costs to the CITY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

11. HOLD HARMLESS

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either COUNTY or CITY. Nothing herein shall be construed as consent by COUNTY or CITY to be sued by third parties in any manner arising out of this AGREEMENT.

12. INSURANCE

- a) CITY shall maintain insurance coverage per **Attachment D**, Insurance Requirements.
- b) During the Restricted Period, CITY will carry coverage for all damage to the real property identified in Section 1 (Project Description), and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy (or policies).
- c) CITY shall furnish COUNTY, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

13. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.

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- b) PROJECT shall be conducted and administered under the direction of CITY representative. Unless otherwise specified herein or necessary, CITY representative shall coordinate PROJECT implementation with COUNTY representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for CITY and COUNTY, the contact information for whom follows:

COUNTY REPRESENTATIVE:

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

CITY REPRESENTATIVE:

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

14. MODIFICATIONS

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

15. ASSIGNABILITY

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

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

16. GOVERNING LAW

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

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

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

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

17. RELATIONSHIP OF THE PARTIES

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

18. PERFORMANCE WAIVER

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

19. SEVERABILITY

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

20. ENTIRETY

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

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

(SIGNATURE PAGE FOLLOWS)

AGREEMENT NO.: CD24TSPARK

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

Signed, sealed, and delivered in the presence of:

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

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

By: _____

Name: Barry A. Burton, County Administrator

Address: 315 Court Street, Clearwater, FL 33756

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **October 2024**, by **Barry A. Burton, County Administrator of Pinellas County**, a political subdivision of the State of Florida, on behalf of Pinellas County, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

Signed, sealed, and delivered in the presence of:

CITY: City of Tarpon Springs, a Florida Municipality

By: _____

Name: _____, Mayor

Address: 324 Pine Street, Tarpon Springs, FL 34689

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **October 2024**, by _____, **Mayor of City of Tarpon Springs**, a Florida Municipality, on behalf of the City, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

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

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

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

A3. DOCUMENTATION AND RECORDKEEPING

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

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

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

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

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

A4. REPORTING

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

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- c) Reports – During Effective Period. During the Effective Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, quarterly, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Quarterly reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30th, April 30th, and July 30th, as applicable. The final fourth quarter report is due either with the final payment request in October 2023, or no later than fifteen business days after September 30th if final payment has already been requested.
- d) Reports – During Restricted Period. During the Restricted Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, annually, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Annual reports are due 30 days following the end of each fiscal year, September 30th, throughout the Restricted Period.

A5. ENVIRONMENTAL

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

A6. ENVIRONMENTAL CONDITIONS AND HISTORICAL REVIEW

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

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

ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

B2. GENDER IDENTITY

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

B3. CONFLICT OF INTEREST

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

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

B4. DEBARMENT AND SUSPENSION

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

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

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

B5. RELIGIOUS ACTIVITIES

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

B6. LOBBYING

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

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

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

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

ATTACHMENT C - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- (2) When the COUNTY or CITY is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (3) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (4) The three-year retention requirement does not apply to the COUNTY or CITY when records are transferred to or maintained by the Federal agency.
- (5) Records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or CITY'S fiscal year in which the program income is earned. This only applies to if the Federal agency or pass-through entity requires the COUNTY or CITY to report on program income earned after the period of performance in the terms and conditions the Federal award.
- (6) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Request for Transfer of Records [22 CFR 200 § 200.335]: The Federal agency must request the transfer of records to its custody from the COUNTY or CITY when it determines that the records possess long-term retention value. However, the Federal agency may arrange for the COUNTY or CITY to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

Methods for Collection, Transmission, and Storage of Information. [2 CFR 200 § 200.337]: When practicable, the Federal agency or pass-through entity and the COUNTY or CITY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the COUNTY or CITY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The COUNTY or CITY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the COUNTY or CITY may substitute electronic versions may be of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to Records [2 CFR 200 § 200.337]:

- (1) *Records of Recipients and Subrecipients.* The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or CITY pertinent to the Federal award to perform audits, examinations, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or CITY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) *Extraordinary and Rare Circumstances.* The COUNTY or CITY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.
- (3) *Expiration of Right of Access.* The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and CITY.

CD24TSPARK

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

City agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The City shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, City shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of City for award, the selected City shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized City of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the City or their agent prior to the expiration date.

- 1) The City shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said City from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve City of this requirement to provide notice.
 - 2) Should the City, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary City shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the City and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the City to the same extent the City is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub- City.

ATTACHMENT D
INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the City to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub- City except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The City shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of City.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

ATTACHMENT D
INSURANCE REQUIREMENTS

- 2) **Commercial General Liability Insurance** including, but not limited to, City, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.
Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** City is required to provide an evidence of property coverage in an amount of \$36,000.00 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name PINELLAS COUNTY as loss payee.

Attachment E



PINELLAS COUNTY HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.

Authorized Official:		Date of Request:	
Subrecipient Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes ☐ No ☐	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) why is this change needed and what will be impacted by this change?

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER CITY:

PINELLAS COUNTY GOVERNMENT:

Authorized By: _____

Verified By: _____

Name/Title _____

Glenn Bailey, Interim Director
Name/Title _____

Date: _____

Date: _____

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

**ATTACHMENT F
FEDERAL PROGRAM REQUIREMENTS**

Requirements	Federal Regulations	Other References
1. Federal Labor Standards - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.067, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements - Siting Near Airports and Coastal Barrier Resources - Fish and Wildlife Protection - Flood Plain - National Historic Preservation - Noise Abatement & Control - Wetlands - Air Quality - Coastal Zones - Endangered Species - Thermal/Explosive Hazards - Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604, 570.202, 24 CFR 58 Ref. At 24 CFR 58.6 See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement - Uniform Relocation Act - Residential anti-displacement and relocation assistance - One-for-One Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

LOBBYING CERTIFICATION

Per requirements of Section B6 (Lobbying) of the Specific Performance Agreement **CD24TSPARK** between Pinellas County (**COUNTY**) and the **City of Tarpon Springs (CITY)**, for **October 1, 2024** through **September 30, 2025**, **CITY** hereby 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 it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (d) 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:
4. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Print Name

Print Title

Date



Project Administration Department

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

Memorandum

Date: October 2, 2024
To: Mayor, Board of Commissioners, and City Manager
Through: Thomas Kiger, Public Services Director 
From: P.J. Harbert, Grant Project Specialist
Jamie Taylor, Recreation Superintendent
Subject: Pinellas County Community Block Development Grant Subaward Agreement No. CD24TSCC

Recommendation

Approval is recommended for the Mayor or his/her designee per City resolution to execute a Community Development Block Grant Program Subaward Subrecipient Agreement with Pinellas County in the amount of \$90,000.00 for the purpose of repaving the Tarpon Springs Community Center and to replace the exterior signage. This funding is a pass-through grant from Pinellas County through the United States Department of Housing and Urban Development (HUD).

Summary

Through the proposed subrecipient agreement, Pinellas County has agreed to partner with the City to fund the paving of the Tarpon Springs Community Center and to replace the exterior signage to the facility. This agreement provides \$90,000.00 of funding with the City providing a \$10,000.00 match for a total of \$100,000.00 for total project costs.

This agreement will be in effect from 10/01/2024-09/30/2025.

The agreement document is attached.

The City Attorney has reviewed this document.

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

AGREEMENT NO.: CD24TSCC

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

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

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

WHEREAS, the COUNTY'S 2024-2025 Community Development Annual Action Plan includes Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2024-2025 Annual Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 24-46, approved the 2024-2025 Annual Action Plan (Action Plan); and

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

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

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

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

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

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

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

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

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

1. PROJECT DESCRIPTION

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

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programs and events at the community center for the benefit of approximately 2,735 residents, in the locally designated Tarpon Springs Target Area, a low- to moderate-income area.

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

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

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

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

2. MONITORING

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

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2025**, or until COUNTY'S full and complete disbursement of funding to CITY, whichever comes first. CITY may use the funds provided herein to cover eligible PROJECT expenses incurred by the CITY between **October 1, 2024** and **September 30, 2025**.

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

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse CITY a maximum of **\$90,000.00 (Ninety Thousand and NO/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.
- b) If CITY receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, CITY shall notify COUNTY in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by COUNTY within forty-five (45) days of said notification. Should CITY collect any third-party payments for eligible activities for which COUNTY has reimbursed CITY, CITY shall reimburse COUNTY up to the total amount reimbursed by COUNTY.
- c) COUNTY shall pay CITY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT.
- d) CITY shall submit supporting documentation with each request for reimbursement of actual costs incurred by CITY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to CITY by the DEPARTMENT.
- e) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay CITY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- f) Should CITY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.
- g) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the COUNTY may prescribe.
- h) CITY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the CITY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- i) In the event that HUD determines that CITY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, CITY shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

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

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

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

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

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

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

(a)	Subrecipient's Name	City of Tarpon Springs
(b)	Subrecipient's Unique Entity Identifier (UEI)	Q41BMMTPYN93
(c)	Federal Award Identification Number (FAIN)	B-24-UC-12-0005
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
(f)	Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
(g)	Amount of Federal Funds Obligated in the subaward	\$90,000.00
(h)	Total Amount of Federal Funds Obligated to Subrecipient (" <i>by the pass-through entity including the current financial obligation</i> ")	\$90,000.00
(i)	Total Amount of the Federal Award (" <i>committed to the subrecipient by the pass-through entity.</i> ")	\$90,000.00
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Community Center improvements including repaving parking lot and replacing facility's sign.
(k)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(l)	Pass-Through Entity, GRANTEE	Pinellas County
(m)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 310 Court Street, 1 st Floor Clearwater, Florida 33756 Phone: 727-464-8232
(n)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(o)	Amount Made Available Under Each Federal Award	\$2,338,964.00
(p)	Identification of Whether the Award is for research and development (R&D)	Award not for R&D
(q)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is used in accordance with 2 C.F.R 200.414	N/A

6. PROGRAM INCOME

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

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- a) Use Restrictions: The CITY covenants and agrees that the PROPERTY shall be used to provide services to community residents. The CITY shall ensure that 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD.
- b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **October 1, 2032** (hereinafter the "Restricted Period").
- c) Successors and Assigns: The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the CITY, its successors, assigns, and all subsequent owners of the PROPERTY or any interest therein, during the Restricted Period. The CITY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the PROPERTY. Notwithstanding, however, if all or any part of the PROPERTY or an interest therein is sold or transferred, the COUNTY may, in its sole discretion, and in addition to all other remedies provided in law or equity, require CITY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Housing and Community Development Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
- d) Sale or Lease Notice Requirements: CITY covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.
- e) Recordation: This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

8. DEFAULT

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

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

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

9. REMEDIES

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

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

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

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

10. TERMINATION

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

11. HOLD HARMLESS

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either COUNTY or CITY. Nothing herein shall be construed as consent by COUNTY or CITY to be sued by third parties in any manner arising out of this AGREEMENT.

12. INSURANCE

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

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

13. NOTICES; AGREEMENT REPRESENTATIVES

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

COUNTY REPRESENTATIVE:

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

CITY REPRESENTATIVE:

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

14. MODIFICATIONS

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

Modification Form. Modifications may be executed on behalf of the COUNTY by its Director of the DEPARTMENT.

15. ASSIGNABILITY

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

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

16. GOVERNING LAW

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

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

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

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

17. RELATIONSHIP OF THE PARTIES

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

18. PERFORMANCE WAIVER

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

19. SEVERABILITY

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

20. ENTIRETY

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

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

(SIGNATURE PAGE FOLLOWS)

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

Signed, sealed, and delivered in the presence of:

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

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

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

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **October 2024**, by **Barry A. Burton, County Administrator of Pinellas County**, a political subdivision of the State of Florida, on behalf of Pinellas County, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

Signed, sealed, and delivered in the presence of:

CITY: City of Tarpon Springs, a Florida Municipality

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

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **October 2024**, by _____, **Mayor of City of Tarpon Springs**, a Florida Municipality, on behalf of the City, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

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

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

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

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

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

A3. DOCUMENTATION AND RECORDKEEPING

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

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

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

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

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

A4. REPORTING

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

- c) Reports – During Effective Period. During the Effective Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, quarterly, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Quarterly reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30th, April 30th, and July 30th, as applicable. The final fourth quarter report is due either with the final payment request in October 2023, or no later than fifteen business days after September 30th if final payment has already been requested.
- d) Reports – During Restricted Period. During the Restricted Period of this AGREEMENT, CITY shall submit performance reports to DEPARTMENT, annually, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Annual reports are due 30 days following the end of each fiscal year, September 30th, throughout the Restricted Period.

A5. ENVIRONMENTAL

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

A6. ENVIRONMENTAL CONDITIONS AND HISTORICAL REVIEW

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

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

ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

B2. GENDER IDENTITY

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

B3. CONFLICT OF INTEREST

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

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

B4. DEBARMENT AND SUSPENSION

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

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

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

B5. RELIGIOUS ACTIVITIES

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

B6. LOBBYING

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

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

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

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

ATTACHMENT C - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT NO.: CD24TSCC

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

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

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

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

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

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

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

- (1) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- (2) When the COUNTY or CITY is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (3) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (4) The three-year retention requirement does not apply to the COUNTY or CITY when records are transferred to or maintained by the Federal agency.
- (5) Records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or CITY'S fiscal year in which the program income is earned. This only applies to if the Federal agency or pass-through entity requires the COUNTY or CITY to report on program income earned after the period of performance in the terms and conditions the Federal award.
- (6) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Request for Transfer of Records [22 CFR 200 § 200.335]: The Federal agency must request the transfer of records to its custody from the COUNTY or CITY when it determines that the records possess long-term retention value. However, the Federal agency may arrange for the COUNTY or CITY to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

Methods for Collection, Transmission, and Storage of Information. [2 CFR 200 § 200.337]: When practicable, the Federal agency or pass-through entity and the COUNTY or CITY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the COUNTY or CITY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The COUNTY or CITY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the COUNTY or CITY may substitute electronic versions may be of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to Records [2 CFR 200 § 200.337]:

- (1) *Records of Recipients and Subrecipients.* The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or CITY pertinent to the Federal award to perform audits, examinations, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or CITY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) *Extraordinary and Rare Circumstances.* The COUNTY or CITY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.
- (3) *Expiration of Right of Access.* The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and CITY.

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

City agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The City shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, City shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of City for award, the selected City shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized City of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the City or their agent prior to the expiration date.

- 1) The City shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said City from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve City of this requirement to provide notice.
 - 2) Should the City, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary City shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the City and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the City to the same extent the City is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub- City.

INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the City to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub- City except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The City shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of City.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

ATTACHMENT D
INSURANCE REQUIREMENTS

- 2) **Commercial General Liability Insurance** including, but not limited to, City, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.
Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Property Insurance** City is required to provide an evidence of property coverage in an amount of \$90,000.00 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name PINELLAS COUNTY as loss payee.

Attachment E



PINELLAS COUNTY HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.

Authorized Official:		Date of Request:	
Subrecipient Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes ☐ No ☐	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) why is this change needed and what will be impacted by this change?

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER CITY:

PINELLAS COUNTY GOVERNMENT:

Authorized By: _____

Verified By: _____

Name/Title: _____

Glenn Bailey, Interim Director
Name/Title: _____

Date: _____

Date: _____

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

ATTACHMENT F

FEDERAL PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.067, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements - Siting Near Airports and Coastal Barrier Resources - Fish and Wildlife Protection - Flood Plain - National Historic Preservation - Noise Abatement & Control - Wetlands - Air Quality - Coastal Zones - Endangered Species - Thermal/Explosive Hazards - Flood Insurance	24 CFR 570.503(b)(5)(i) 24 CFR 570.604, 570.202, 24 CFR 58 Ref. At 24 CFR 58.6 See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement - Uniform Relocation Act - Residential anti-displacement and relocation assistance - One-for-One Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11)of HCDA, www.hud.gov/relocation
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Applicable Credits		A-87

LOBBYING CERTIFICATION

Per requirements of Section B6 (Lobbying) of the Specific Performance Agreement **CD24TSCC** between Pinellas County (**COUNTY**) and the **City of Tarpon Springs (CITY)**, for **October 1, 2024** through **September 30, 2025**, **CITY** hereby 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 it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (d) 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:
4. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Print Name

Print Title

Date



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Ratify Single Source Purchase File No. 250029-N-JL, Rental of By-Pass Pumps (**Janina Lewis Procurement Services Director**)

Recommendation

Ratify Single Source Purchase File No. 250029-N-JL, Rental of twenty (20) By-Pumps with Mersino Dewatering, LLC., for the amount of \$105,080, for the Public Services Department, Utilities Maintenance Division.

Background

On October 6, 2024, the Public Services department notified Procurement Services that they were in need of twenty by-pass pumps to be on standby during Hurricane Milton. The City was able to call around and locate twenty by-pass pumps all available from the same vendor that could be delivered and staged by Wednesday, October 9, 2024 (see attached).

Funding

402-4604-536-4400-Water/Sewer/ Project No. SD0031

Strategic Plan Objective

Invoicing Address:

City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34688
☎ +1 727-916-2658

City of Tarpon Springs

325 E Pine Street
Tarpon Springs FL 34688

Shipping Address:

City of Tarpon Springs, 58939 - Project Address
301 Pine Street
Tarpon Springs FL 34689
United States

Project # 58939

Quotation # S10718

Quotation Date:

10/06/2024

Expiration:

11/05/2024

Salesperson:

Katherine Keene

PROJECT DESCRIPTION

Pump rental for Hurricane Milton. Customer is looking to rent 20 4" GST pumps for around the City of Tarpon Springs.

Pricing

Description	Quantity	Unit Price	Amount
DELIVERY OF 20 PUMPS	3.00 Units	\$ 870.00	\$ 2,610.00
PICK UP OF 20 PUMPS	3.00 Units	\$ 870.00	\$ 2,610.00
Total			\$ 5,220.00

Rental Pricing

Quantity	Name	Unit Price	Period	Shift	Subtotal
20.0	4" GLOBAL STANDARD TRASH PUMP	\$ 4,730.00	Month	Continuous	\$ 4,730.00
20.0	4" X 20' CAM SUCT HOSE	\$ 230.00	Month		\$ 4,600.00
40.0	4" X 50' QD LAYFLAT HOSE	\$ 147.00	Month		\$ 5,880.00
Total per period					\$ 105,080.00

TERMS & CONDITIONS

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406

Unless stated otherwise: Quotations are only valid for 30 days; pricing does not include any applicable taxes or fees; rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; prices presented are in USD; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Payment terms are net 30.

By agreeing to this quotation, you agree and accept the full terms and conditions located at <https://apps.mersino.com/terms/Rental-Gen-T-and-C.pdf>

Authorized Signature and Title	Date
Printed Name	

Memo for File

Date: October 7, 2024

Subject: Justification for other than full and open competition use of Single Source Procurement, for File No. 250029-N-JL, By-Pass Pump Rentals, with Mersino Watering LLC, for City of Tarpon Springs, Florida, Utilities Maintenance Division

1. **Background.** The purpose of this memorandum is to determine and specify in writing the justification for use of single source procurement for the subject File No. 250029-N-JL, By-Pass Pump Rentals, for the period of one month, at an estimated cost of \$105,080, with Mersino Watering LLC, for City of Tarpon Springs, Florida, Utilities Maintenance Division.

1) The City recently experienced Hurricane Helene. During the post storm evaluation, it was noted that there could be potential deficiencies in Wastewater Treatment which involves the City's Lift stations/pump stations, in the event of another tidal surge. The City was then notified a second storm watch/warning was issued for the Tampa Bay area, Tropical Storm Milton, which became Hurricane Milton as of October 6, 2024. The City's Lift stations are specifically designed for the pumping of waste or sewage material to a higher elevation versus the Pump Station, which is designed to raise water, not sewage, to a higher elevation. During Hurricane Helene, many of the Lift stations experienced power outages and damage to control panels, rendering the stations inoperable for periods at a time. The City made the determination to rent an additional 20 by-pass pumps at an estimated monthly fee of \$105,080. By renting the additional by-pass pumps and staging them in a high ground area during the storm, once the significant emergency passes the by-pass pumps can be distributed to Lift stations as needed.

2) An identification of the statutory authority permitting other than full and open competition. The City's Administrative Code, Procurement Guidelines, paragraph, 3.6, 3.10, Emergency Procurements, and the City Manager's Emergency Declaration dated, October 1, 2024, approved by the Board of Commissioners on October 1, 2024.

3) A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. Mersino Dewatering LLC., has worked on City projects before, ITB No. 210078-B-JJ, Seabreeze Sanitary Sewer Project, as a subcontractor for the dewatering. They have the capacity and the equipment to provide to the City. They have performed satisfactorily in the past and have no exceptions in sam.gov. They have been found responsible.

4) The City's Fleet manager contacted several companies for the equipment and found that Mersino Dewatering, was able to provide all 20 by-pass pumps by the date needed, and provide the available hoses and parts needed for operation.

5) In the previous Hurricane, Helene, the cost of renting just two by-pumps for one month was \$27,000. In this scenario the City is renting 20 by-pass pumps for \$105,080/month which equates to \$5,254 each. On the market the pumps of similar size and nature average cost is \$2,000 and would have to be ordered and delivered in a matter of days. With the storm implications the City can't hesitate to have the readily available pumps on hand.

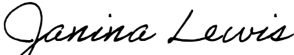
6) This item was not noticed on the City's procurement website due to the emergency nature of the procurement timeline.

7) In the future, a contract will be solicited to have on call this type of emergency equipment for just such a need.

8) I certify that that the justification is accurate and complete to the best of my knowledge and belief.

Determination

A delay in contract award would cause seriously injury to the life, health or safety of the residents in the aftermath of Hurricane Milton. The anticipated cost of the contract is considered fair and reasonable and the determination that the use of a sole-source contract is in the best interest of the City of Tarpon Springs.


Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

10/07/2024



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
Andrew Salzman, City Attorney
Irene Jacobs, City Clerk & Collector
Michele Manousos, Deputy City Clerk & Collector
Charles Rudd, City Manager
From: Jeff Young, Police Chief
Subject: Fine Reduction request Code Case #08-20000027 (Jeff Young Police Chief)

Recommendation

The owner of the property has offered \$1,000.00 to settle this case; however, the Fine Reduction Request was made outside the 60-day window for Code Board consideration.

Background

On 7/29/2008 The City had received an anonymous complaint on the property located at 434 Athens St and an inspection was conducted of the property and found a Non Permitted structure (Shed) on the property. The property was not brought into compliance and was brought before the Code Board on 10/9/2008 where they were given a deadline of compliance of 1/7/2009. The re-inspection on 1/8/2009 showed they were still not in compliance. The Affidavit of Non-Compliance was accepted by the Code Board on 2/21/2009. The fines associated with this Non-Compliance would have been made retroactive from 1/8/2009, the Daily Fine amount of \$50.00 per day and a \$10.00 Satisfaction fee. As of 9/30/2024 the total amount due is \$298,562.55

Expenses to the City were minimal in this case, with only correspondence and regular inspections identified. Nothing regarding the city having to abate the property or provide any material or manpower to come into compliance was found. There were no Public Safety concerns noted within the file.

The property was put in Compliance as of 7/21/2022.

Funding

Strategic Plan Objective



Tarpon Springs Police Department Code Enforcement Division

"Building a Better Future through Excellence in Policing"



CITY OF TARPON SPRINGS, FLORIDA
A Political Subdivision of the State of Florida

AFFIDAVIT OF COMPLIANCE

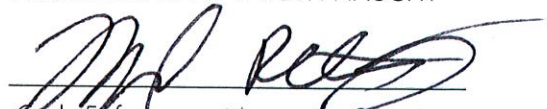
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned, personally appeared, Michael Rolleston, who, being first duly sworn, deposes and says:

1. That I am over 18 years of age and not a party to this action.
2. That I am employed as a Code Enforcement Inspector for the City of Tarpon Springs, Florida.
3. That I am familiar with the Code Enforcement Case Number **08-20000027** in which violations of City code identified on the property located at **434 Athens Street**, Tarpon Springs, FL 34689, also described as **12-27-15-41202-000-0250** (hereinafter the "Property").
4. That on **July 21, 2022**, I inspected the Property to determine whether compliance with **6-1, 104.1.1, 104.5, 108.14**, had been achieved on or before **July 21, 2022**, as ordered by the Code Enforcement Board.
5. That upon re-inspection of the Property on **July 21, 2022**, I determined it to be in compliance.

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FURTHER AFFIANT SAYETH NAUGHT

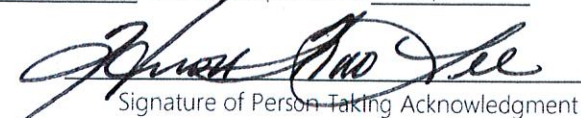

Code Enforcement Inspector Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of March 2024, by Michael Rolleston, who is personally known to me or who has produced N/A.

(NOTARY SEAL)




Signature of Person Taking Acknowledgment

Hnou Thao Lee

Name of Acknowledger Typed or Printed

NOTARY

Title



Tarpon Springs Police Department

Code Enforcement Division

"Building a Better Future through Excellence in Policing"



Code Enforcement Board - Fine Reduction Request

TO BE COMPLETED BY THE PROPERTY OWNER

Complete all sections of this application for the consideration of a reduction of fines by the Code Enforcement Board to be scheduled.

Code Case Number: 08-20000027

Address of Violation: Parcel Number 12-27-15-41202-000-0250

List Violation(s): 6-1; 104.1.1; 105.5.1.5

Name of Current Property Owner: DAMIANAKIS, ELAINE

Address of Current Property Owner: 434 ATHENS ST, TARPON SPRINGS, FL 34689

Phone Number of Current Property Owner: (727) 943-5899

Email Address of Current Property Owner: _____

Name of Individual Completing this Form: Elaine Damianakis

Reason the violation was not in compliance by the date ordered by the Code Enforcement Board:

When the board set the corrective date, my husband Nikitas was ill, home bound with severe emphysema. When he died, I had no help to process the care, which required money to fix the problem. I apologized for the delay.

Reason for a request for reduction of fines: Financial hardship. This violation pertained to the enlargement (5 feet) of an existing shed. The removal of the structure required funds that I did not have. I had to borrow the money to fix the problem. I live on a fixed income, and take care of two disabled adults in my home. One has severe Autism, and another has severe health conditions, including heart disease, diabetes, blood pressure issues.

I ask for your reduction of the fines and a payment plan to make the payment. My information is attached.

Print Name: Elaine Damianakis

Signature: [Signature]

Date: 4/1/24

** Use Continuation Form if necessary and include all supporting documentation **

Jeff Young

From: Mark LeCouris
Sent: Wednesday, September 4, 2024 3:35 PM
To: George Koulianos
Cc: Mark LeCouris; Michael Rolleston; Jeff Young
Subject: RE: Request to settle lien

This is to acknowledge receipt of your request. It will be sent to Code Enforcement to do an evaluation of your case and preparation of backup documentation for a future City agenda item. At this time Oct 1 or Oct 15 is the earliest date to agenda this item . Someone will contact you when we have all the information prepared. Mark

From: George Koulianos <g8trvetdoc@yahoo.com>
Sent: Tuesday, September 3, 2024 7:41 PM
To: Mark LeCouris <mlecouris@ctsfl.us>
Cc: Erine Koulianos <emkdny@yahoo.com>
Subject: Request to settle lien

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**CITY OF TARPON SPRINGS REQUEST TO SETTLE
ADMINISTRATIVE FINE OR LIEN**

- This form may be used to make a request to the Board of Commissioners of the City of Tarpon Springs to settle an administrative fine or lien.
- The form must be filled out completely and legibly. Remember to sign and date form.
- Return the form to Mark LeCouris, City Manager by email: mlecouris@ctsfl.us

Information regarding fine or lien:

Person or Board imposing fine or lien: _____

Date of fine or lien: _____

Person originally fined or liened: Elaine Damannakis

Address of property involved (if any): 434 Athens Street
Tarpon Springs Fl. 34689

Party making request:

Name: Elaine Damannakis

Address: 434 Athens Street TS 34689

Telephone number: (727) 741-4125

Email address: emkdny@yahoo.com

Relationship to fined or liened person: _____

Amount being offered to settle fine: \$ 1,000.⁰⁰

On the attached page, please list the detailed reason or reasons you believe the Board of Commissioners should settle the fine for amount you offered. You may use additional sheets if necessary.

Date: 8/1/24

Signature: Elaine Damannakis

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN

Detailed reason or reasons the Board of Commissioners should settle the fine or lien:

When my late husband Extended a pre-existing ^{structure} ~~shed~~, it caused a violation. I cared for him with emphysema. He could not make the correction to the violation, due to his illness. When he died, I did not know about the violation which became a lien. My daughter helped me, and with the assistance of the City, we have corrected the problem. It was a 1.5 foot extension to the shed which has been there for 80 years. I apologize for any inconvenience. I am a widow, with a fixed income. I also take care of and am guardian for a severely autistic woman, and her disabled mother. I ask for leniency and forgiveness on this lien. Please consider my plea, and in light of the fact that the shed was always legal - just an extension - ~~caused the~~ violation, which has since been corrected and returned to its original condition, I ask for your understanding.

CITY OF TARPON SPRINGS REQUEST TO SETTLE ADMINISTRATIVE FINE OR LIEN

Action description	Scheduled date	Status
CE Initial Inspection	7/29/2008	COMPLETED
INVALID	8/01/2008	ISSUED
CE Certified Mail Tracking NOV	8/06/2008	COMPLETED
Certified Signed	8/11/2008	COMPLETED
CE Reinspection	8/20/2008	COMPLETED
CE Reinspection	9/04/2008	COMPLETED
INVALID	9/04/2008	ISSUED
CE Certified Mail Tracking NOV	9/05/2008	COMPLETED
INVALID	9/04/2008	ISSUED
Certified Signed	9/04/2008	COMPLETED
Affidavit of Posting Notice	9/23/2008	ISSUED
CE Reinspection	10/08/2008	COMPLETED
CE CEB Code Board Meeting	10/09/2008	COMPLETED
CE CEB Compliance Deadline Ins	1/07/2009	COMPLETED
CE Reinspection	1/08/2009	COMPLETED
CE Certified Mail Tracking NOV	1/09/2009	COMPLETED
Fine Imposed-Active until Paid	1/08/2009	COMPLETED
CE CEB Code Board Meeting	2/12/2009	COMPLETED
Phone Call	1/08/2009	COMPLETED
CE Reinspection	2/12/2009	COMPLETED
CE CEB Affidavit of Non-Comply	1/09/2009	ISSUED
Phone Call	1/12/2009	COMPLETED
FAX Received	1/13/2009	COMPLETED
Phone Call	1/13/2009	COMPLETED
E-Mail Sent	1/13/2009	COMPLETED
Certified Signed	1/13/2009	COMPLETED
Phone Call	1/13/2009	COMPLETED
CE Reinspection	4/13/2009	COMPLETED
Phone Call	3/04/2009	COMPLETED
CE Reinspection	7/15/2009	COMPLETED
CE Reinspection	10/19/2009	COMPLETED
CE Reinspection	2/01/2010	COMPLETED
CE Reinspection	6/04/2010	COMPLETED
CE Reinspection	9/24/2010	COMPLETED
CE Reinspection	1/24/2011	COMPLETED
CE Reinspection	4/21/2011	COMPLETED
CE Reinspection	8/10/2011	COMPLETED
CE Reinspection	1/31/2012	COMPLETED
CE Reinspection	8/31/2012	COMPLETED
CE Reinspection	9/02/2013	COMPLETED
CE Reinspection	3/14/2014	COMPLETED
CE Reinspection	4/21/2016	COMPLETED

CE Reinspection	4/21/2016	COMPLETED	
CE Fine Status Reinspection	1/05/2019	COMPLETED	
CE Fine Status Reinspection	7/06/2019	COMPLETED	
Fine Notice	1/25/2019	ISSUED	
Phone Call	2/04/2019	COMPLETED	
Further Information	2/12/2019	COMPLETED	
Phone Call	2/13/2018	COMPLETED	
CE Fine Status Reinspection	1/09/2020	COMPLETED	
CE Fine Status Reinspection	7/10/2020	COMPLETED	
CE Certified Mail Number NOH	1/09/2020	COMPLETED	
CE Fine Status Reinspection	1/15/2021	COMPLETED	
E-Mail Sent	1/21/2021	COMPLETED	
CE Fine Status Reinspection	7/15/2021	COMPLETED	
CE Fine Status Reinspection	1/19/2022	COMPLETED	
CE Door Hanger	1/20/2022	COMPLETED	
CE Fine Status Reinspection	6/29/2022	COMPLETED	
Phone Call	2/09/2022	COMPLETED	
Meeting	2/17/2022	COMPLETED	
Fine Notice	3/28/2022	ISSUED	
Phone Call	5/17/2022	COMPLETED	
Meeting	5/25/2022	COMPLETED	
Meeting	5/31/2022	COMPLETED	
E-Mail Received	6/29/2022	COMPLETED	
E-Mail Received	9/21/2022	COMPLETED	
E-Mail Received	9/22/2022	COMPLETED	
E-Mail Received	10/11/2022	COMPLETED	
E-Mail Received	6/01/2023	COMPLETED	
Phone Call	6/01/2023	COMPLETED	
Miscellaneous Information	6/01/2023	COMPLETED	compliance as of 7/21/22
CE Office Visit	3/08/2024	COMPLETED	
Further Information	3/08/2024	COMPLETED	
CE CEB Affidavit of Compliance	3/08/2024	ISSUED	
E-Mail Received	3/21/2024	COMPLETED	



Parcel Summary (as of 11-Mar-2024)

Parcel Map

Parcel Number

12-27-15-41202-000-0250

Owner Name

DAMIANAKIS, ELAINE

Property Use

0110 Single Family Home

Site Address

434 ATHENS ST

TARPON SPRINGS, FL 34689

Mailing Address

434 ATHENS ST

TARPON SPRINGS, FL 34689-3161

Legal Description

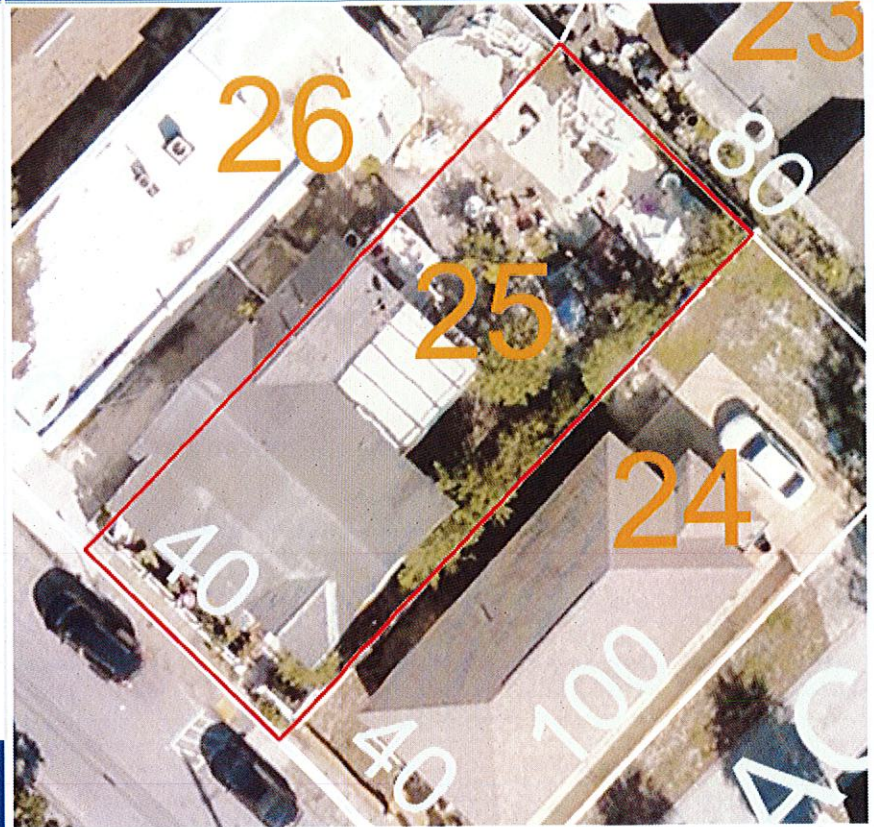
HOPE'S, S.E. SUB NO. 2 REV LOT 25

Current Tax District

TARPON SPRINGS (TS)

Year Built

1930



Living SF	Gross SF	Living Units	Buildings
1,623	1,989	1	1

Exemptions

Year	Homestead	Use %	Status
2025	Yes	100%	Assuming no ownership changes before Jan. 1, 2025.
2024	Yes	100%	
2023	Yes	100%	

Property Exemptions & Classifications

No Property Exemptions or Classifications found. Please note that Ownership Exemptions (Homestead, Senior, Widow/Widower, Veterans, First Responder, etc... will not display here).

Miscellaneous Parcel Info

Last Recorded Deed	Sales Comparison	Census Tract	Evacuation Zone	Flood Zone	Elevation Certificate	Zoning	Plat Bk/Pg
22138/0682	\$287,000	121030275013	A	Current FEMA Maps	Check for EC	Zoning Map	19/65

2023 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	\$244,048	\$175,117	\$120,117	\$145,117	\$120,117

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2022	Y	\$150,881	\$131,559	\$99,940	\$106,059	\$99,940
2021	Y	\$122,308	\$108,968	\$58,968	\$83,968	\$58,968
2020	Y	\$117,156	\$107,464	\$57,464	\$82,464	\$57,464
2019	Y	\$118,466	\$105,048	\$55,048	\$80,048	\$55,048
2018	Y	\$114,742	\$103,089	\$53,089	\$78,089	\$53,089

2023 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2023 Millage Rate	Tax District
View 2023 Tax Bill	18.7612	(TS)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
18-Jul-2022	\$100	<u>U</u>	I	KOULIANOS GEORGE M	DAMIANAKIS ELAINE	22138/0682
03-Jul-2008	\$100	<u>U</u>	I	DAMIANAKIS NIKITAS	DAMIANAKIS, NIKITAS	16307/0860
03-Jul-2008	\$100	<u>U</u>	I	DAMIANAKIS ANTHON	DAMIANAKIS, NIKITAS	16307/0858
17-Nov-2005	\$0	<u>U</u>	I	DAMIANAKIS ANTHON	DAMIANAKIS, NIKITAS	14748/1551
26-Jun-2001	\$26,000	<u>U</u>	I	DAMIANAKIS ANTHON	DAMIANAKIS, ANTHON	11444/2693

2023 Land Information

Land Area: 0.0937 acres | 4,082 sf

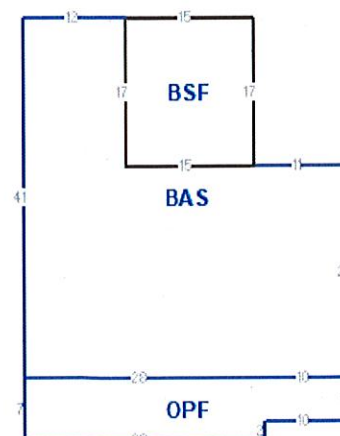
Frontage and/or View: None

Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Single Family	40x100	\$3,850	40.00	FF	1.0465	\$161,161

2023 Building 1 Structural Elements and Sub Area Information

Structural Elements		Sub Area	Living Area SF	Gross Area SF
Foundation	Continuous Footing Poured	Base (BAS)	1,116	1,116
Floor System	Wood	Base Semi-finished (BSF)	255	255
Exterior Walls	Frame Stucco	Detached Semi-finished (DSF)	252	252
Unit Stories	1	Open Porch (OPF)	0	246
Living Units	1	Utility (UTF)	0	120
Roof Frame	Gable Or Hip	Total Area SF	1,623	1,989
Roof Cover	Shingle Composition			
Year Built	1930			
Building Type	Single Family			
Quality	Average			
Floor Finish	Carpet/Hardtile/Hardwood			
Interior Finish	Drywall/Plaster			
Heating	Central Duct			
Cooling	Cooling (Central)			
Fixtures	6			
Effective Age	40			



2023 Extra Features					
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
PATIO/DECK	\$14.00	550.0	\$7,700	\$3,080	1950

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
23-00002362	ROOF	10/26/2023	\$11,250
22-00001365	DEMOLITION	06/06/2022	\$0
19-00000307	ROOF	02/07/2019	\$2,400
15-00000960	ROOF	05/22/2015	\$2,400
15-00000784	ROOF	04/29/2015	\$15,500
080000427	ADDITION/REMODEL/RENOVATION	07/09/2008	\$40,359
010001918	ADDITION/REMODEL/RENOVATION	11/19/2001	\$24,500
011284	ADDITION/REMODEL/RENOVATION	10/18/2001	\$39,450
001666	MISCELLANEOUS	10/11/2000	\$900



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

September 10, 2024

LEGAL DESCRIPTION: S.E. Hope's Sub No. 2 REV Lot 25
12/27/15/41202/000/0250

PROPERTY ADDRESS: 434 Athens Street
Tarpon Springs, Florida 34689

(X) There is a Code Enforcement lien for the real property at 434 Athens Street in the name of Nikitas Damianakis and Elaine Damianakis, Case Number 08-20000027, \$298,562.55 the pay-off amount effective thru September 30, 2024.

Breakdown:	Principle	\$247,150.00
	Interest	\$51,372.80
	Administrative fee	\$25.00
	Recording fees	\$4.75
	Satisfaction fee	\$10.00

Sincerely,
CITY OF TARPON SPRINGS



K .Michele Manousos, CMC
Deputy City Clerk & Collector

FOR YOUR INFORMATION:
*ACTIVE UTILITY MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
VACATION STATUS MEANS ANOTHER BILL WILL BE SENT AT THE NEXT BILLING CYCLE.
If you need to reactivate your account, please contact Utility Billing at (727) 942-5609.
(These are not final bills)

Elaine Damianakis
434 Athens Street
Tarpon Springs, FL 34689
09/23/24

Good morning,

I have enclosed the permits from 2000-2008 for the residence at 434 Athens Street. My father Nikitas Damianakis saved all his permits and paperwork.

2000 purchase and appraisal reports all indicate back apartment

In 2000 he pulled permits for all work/improvements done at the home.

2001 permits are enclosed for completion of work

2003 permits are enclosed for the fencing

2005 application packet enclosed for the extension of back structure with neighbors' letters

2006 appraisal for home with stamped map out of home and back structure/apt by appraisal service

2008 permits enclosed for the sunroom extension

2008 August letter of violation for numerous areas such as swimming pools, washing machine outside and structure from 2005. All the violations had been corrected within 24 hours and I had personally called to have the inspector come out. The pools etc... had been all corrected immediately.

In 2005 while we were under construction by father's health had rapidly decreased as he had been suffering from severe COPD. In 2008 when he was cited, he had also become bedridden. Nikitas was very respectful and conscientious about following all criteria for the city and making sure everything was up to code. As you can see from the documentation attached he always followed city ordinances and or at least in this case took the correct actions. But due to his failing health we all had gotten distracted by his turn of health for the worse.

We ask that you please take all of this into consideration in your decision making.

If you have any questions, please do not hesitate to call me. I will be helping my mother out since she is elderly as well and has a language barrier.

Respectfully

Erine Koulianos

7277414125

STATE CERTIFICATION

Borrower/Client	GEORGE/IRENE KOULIANOS		
Property Address	434 ATHENS ST		
City	TARPON SPRINGS	County	PINELLAS
		State	FL
		Zip Code	34689-3161
Lender	THEEQUITYNETWORK.COM		

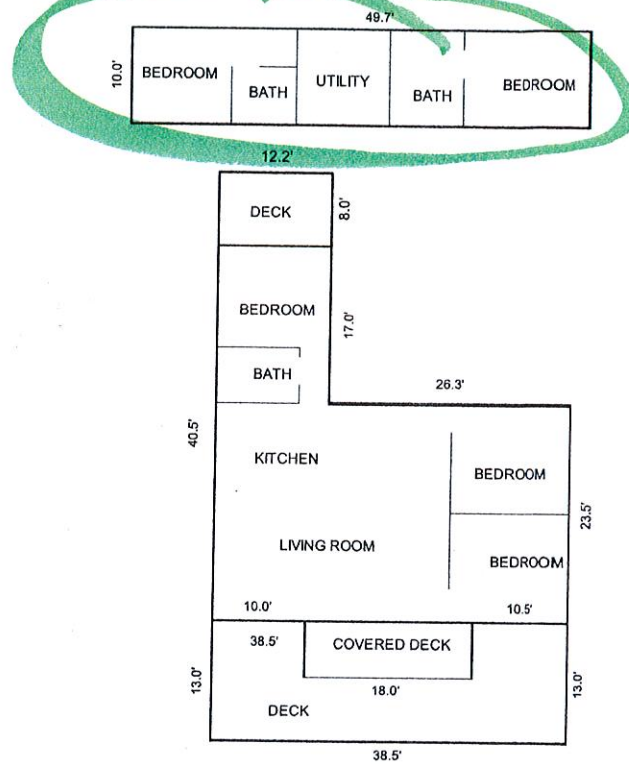
ROBERT J. EDWARDS, JR. CERTIFIED RESIDENTIAL APPRAISER LICENSE NUMBER RD3707

2006
Appraised

STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
FLORIDA REAL ESTATE APPRAISAL BD		
SEQ# L06111601670		
DATE	BATCH NUMBER	LICENSE NBR
11/16/2006	068096152	RD3707
The CERTIFIED RESIDENTIAL APPRAISER		
Named below IS CERTIFIED		
Under the provisions of Chapter 475 FS.		
Expiration date: NOV 30, 2008		
EDWARDS, ROBERT JAMES JR		
EDWARDS APPRAISALS SERVICE		
2561 NURSERY RD SUITE B		
CLEARWATER FL 33764		
JEB BUSH	SIMONE MARSTILLER	
GOVERNOR	SECRETARY	
DISPLAY AS REQUIRED BY LAW		

Building Sketch

Borrower/Client	GEORGE/IRENE KOULIANOS				
Property Address	434 ATHENS ST				
City	TARPON SPRINGS	County	PINELLAS	State	FL Zip Code 34689-3161
Lender	THEEQUITYNETWORK.COM				



Sketch by Apex N^o

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1112.2	1112.2
P/P	Covered Entry	108.0	
	Deck	392.5	
	Rear Deck	97.6	598.1
OTH	Finished Utility	497.0	497.0
Net LIVABLE Area		(Rounded)	1112

[illegible]

GTAR/SSAR

Page: 1

Date: 05/11/00

Time: 13:18

Tax ID: 12 27 15 41202 000 0260

** PUBLIC RECORD **

TAX ID / FOLIO: 12 27 15 41202 000 0260
SEC/TWN/RNG: 122715

TOTAL NO. OF BUILDINGS: 1

BUILDING COUNT: 1 OF 1

LAND USE CODE: 327 STORE W/OFFICE OR APARTMENT AB
BUILDING USE CODE: 19

DOR USE: 12 MIXED USE - STORE AND OFFICE OR STO

SITE ADDRESS: 438 ATHENS ST
TARPON SPRINGS FL
34689-3161

Store

PLAT BOOK/PAGE: 0019/0065

SUBDIVISION: 41202 HOPE'S, S.E. SUB NO. 2 REV

LOT: 0260

BLOCK: 000

CENSUS TRACT: 275.01

CENSUS BLOCK:

ZONING:

LATITUDE: 28.151510

LONGITUDE: 82.758016

MLS GRID: G2

OWNER: VARYPATIS ELEFATHERIOS & GEORGIA

108 KIFISIAS AVE

AMPELOKIPI

AMPELOKIPI, ATHENS

GREECE

PREVIOUS OWNER:

RESERVED:

RESERVED:

YEAR BUILT:

EFFECTIVE YEAR BUILT:

TOTAL SQUARE FOOTAGE: 1,944

TOTAL HEATED SQUARE FOOTAGE: 1824

STORIES:

LOT DIMENSIONS:

LOT SQ/FT: 4,000

LOT ACRES: 0.09

LOT FRONTAGE: 40.00

FRONTAGE:

SEAWALL:

AREA DESCRIPTIONSQ FOOTAGE

BASE AREA

432

APARTMENT

480

SERVICE PRODUCTION AREA

912

CANOPY

120

DESCRIPTION

BUILDING STYLE:

BEDROOMS: 0

BATHROOMS:

EXTERIOR: Concbk/Stucco

FOUNDATION: Cont Footing

FRAMING:

ROOF FRAME: Flat

INTERIOR1: Drywall

FLOOR TYPE: Slab On Grade

FLOOR COVER: Terraz Mono

COOLING:

HEATING1: Pkg

HEAT SOURCE:

POOL:

DECK:

TENNIS COURT:

GARAGE TYPE:

CONDO UNIT NUMBER:

FLOOR NUMBER:

VIEW:

TOTAL ROOMS:

FIXTURES: 5

ROOF COVER: Cor Metal/Sheet
INTERIOR2:

HEATING2:

FIREPLACE:

SPA:

PATIO:

GARAGE SQFT:

UNIT FLOOR:

LOCATION:

EXTRA FEATURESUNITS

12,Store w/Office or Apar

	<u>VALUES</u>
LAND:	\$11,900.00
BUILDING:	\$31,800.00
ASSESSED:	\$43,700.00
JUST/MARKET:	\$43,700.00

	<u>PERCENTAGE</u>
	27 %
	73 %

LEGAL: HOPE'S, S.E. SUB NO. 2 REV LOT 26

TAX YEAR: 1999

TAX DISTRICT: TS

EXEMPTION TYPE: None

TAXES: \$991.05

MILLAGE RATE: 22.6784

EXEMPTION AMT: \$0.00

DEED TRANSFERS

SELLER:

SALE PRICE: \$9,500.00

TRANSFER DATE:

DOC BOOK/PAGE: 3927-0120

STAMP CODE:

DEED TYPE:

% OWNERSHIP:

LOAN AMOUNT: \$0.00

LENDER:

INTEREST RATE:

LOAN TYPE:

VESTING:

TITLE COMPANY:

TYPE SALE:

\$

\$

\$

\$

■

[illegible]

THIS CARD MUST BE POSTED IN A CONSPICUOUS PLACE
AND PROTECTED FROM THE ELEMENTS

DATE ISSUED: **10/31/01**

CITY OF TARPON SPRINGS BUILDING DEPARTMENT

PERMIT

ADDRESS **434 ATHENS ST**

LEGAL DESCRIPTION: **LOT 25 HOPE'S SE SUB**

CALL 938-6500 FOR INSPECTIONS

BUILDING

ELECTRICAL

Permit No. **01-1918**

PLUMBING

Permit No.

MECHANICAL
Permit No.

ENVIRONMENTAL

ROUGH-IN **JDor**

1st ROUGH

ROUGH-IN

TARPON SPRINGS POLICE

OFFICER WILLIAM SCHAIBLY

Code Enforcement Office

938-3711, Ext. 222 • 937-2549
Emergency 937-6151 • Fax 936-7848
Non Emergency 938-2840 • 938-2849
336 N. Ring Ave. • Tarpon Springs, FL 34689



Mark G. LeCouris
Chief of Police
336 North Ring
Avenue
Tarpon Springs, FL
34689
(727)938-2849
Fax (727)938-7848



FAX TRANSMITTAL COVER SHEET

- Attention: NICK DAMEANDIS
- Organization: RE 434 ATHENS ST.
- Fax#: 845-3840
- Date: 6-21-00

Number of pages: 2

Comments:

YOU HAVE DONE AN EXCELLENT JOB
SO FAR.

THANK YOU - WRS

Please call (727)938-2849 if any pages are missing.

IN A CONSPICUOUS PLACE AND PROTECTED FROM THE ELEMENTS

7 OF TARPON SPRINGS, FLORIDA
DEVELOPMENT SERVICES DEPARTMENT

PERMIT

ISSUED:

7-03

PERMIT NO.

03-29

FLOOD ZONE:

A12

BFE:

11

ADDRESS:

34 ATHENS ST

PARCEL NO.

DESCRIPTION OF WORK:

Fence

CALL (727) 938-6500 FOR INSPECTIONS

SWIMMING POOL	Inspector/Date	RETAINING WALL	Inspector/Date
1. Steel & Main Drain		1. Footer	
2. Deck & Bond		2. Back-slam	
3. Electrical Final		3. Other	
4. Final		4. Final	
POOL ENCLOSURE	Inspector/Date	FENCE	Inspector/Date
1. Final		1. Final	
GAS	Inspector/Date		
1. Rough-in Piping			
2. Final			

Notice:

- Steel and main drain inspection:** To be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 - Deck and bond inspection:** To be made after the swimming pool/spa shell has been shot, the deck is formed, bonding and reinforcing is in place and prior to placing of concrete.
 - Electrical final inspection:** To be made after all electrical swimming pool/spa equipment is in place.
 - Final inspection:** To be made when the swimming pool/spa is complete and all required enclosure requirements are in place.
- Note: In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17, FBC-B and Section 36.02(B), LDC.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

**CITY OF TARPON SPRINGS, FLORIDA
DEVELOPMENT SERVICES DEPARTMENT**

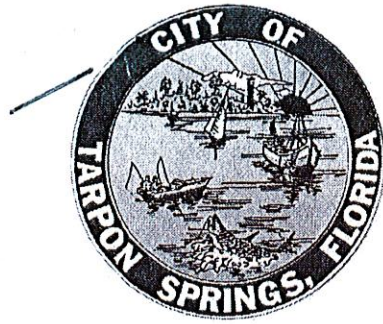
PERMIT

DATE ISSUED: 06/10/08	PERMIT NO. 08-427	FLOOD ZONE:	BFE:
JOB ADDRESS: 434 ATHENS ST		PARCEL NO.	
DESCRIPTION OF WORK: NEW SUNROOM			

CALL (727) 938-6500 FOR INSPECTIONS

BUILDING	Inspector/ Date	ELECTRICAL	Inspector/ Date	MECHANICAL	Inspector/ Date
Foundation	8/15/08	1. Underground		1. Underground	
Slab		2. Rough-in		2. Rough-in	
Roofing	7/2/08	3. Final		3. Final	
Weathering	7/8/08	PLUMBING	Inspector/ Date	GAS	Inspector/ Date
Insulation		1. Underground		1. Rough Piping	
Water Rated Assembly		2. Rough-in		2. Final Piping	
Driveway/Sidewalk		3. Sewer		3. Final	
Final		4. Final			
ENGINEERING	Inspector/ Date	FIRE MARSHAL	Inspector/ Date	IRRIGATION	Inspector/ Date
Call (727) 942-5608		Call (727) 938-3737			
Special		1. Special		1. Special	
Other ()		2. Other ()		2. Other ()	
Final		3. Final		3. Final	

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING MORE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."



City of Tarpon Springs, Florida
DEVELOPMENT SERVICES DEPARTMENT
324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5617
SUNCOM: 975-1604
Fax (727) 943-4651

August 4, 2008

CASE NO. 08-20000027

DAMIANAKIS, NIKITAS
DAMIANAKIS, ELAINE
KOULIANOS, GEORGE
KOULIANOS, IRENE
434 ATHENS ST
TARPON SPRINGS, FL 346893161

RE: VIOLATION OF CITY CODE(S): 6-1 BUILDING CODE ADOPTED 104.5 FLORIDA BUILDING CODE
INTERNATIONAL PROPERTY MAINTENANCE CODE 2006 EDITION
108.1.4 UNLAWFUL STRUCTURE
506.1 SANITARY DRAINAGE SYSTEM, GENERAL
303.2 SWIMMING POOL ENCLOSURES

RE: VIOLATION LOCATION: 434 ATHENS ST, 12 27 15 41202 000 0250, HOPE'S, S.E. SUB NO. 2 REV, LOT 25, Tarpon Springs, Florida

Dear PROPERTY OWNERS:

The Tarpon Springs Building Department has found a violation of City Code of which you may or may not be aware. You are hereby advised that the above referenced structure has numerous code violations. The nature and extent of these violations are such that they constitute an immediate health and safety concern. Therefore, for this reason, this structure has been cited pursuant to the International Property Maintenance Code 2006 Edition, as adopted by the 2004 Florida Building Code Section 104.5. This letter, hereby formally notifies you of the following violations:

- **Section 108.1.4 Unlawful Structure**
The rear structure appears to be occupied, possibly by more than one family and/or individual(s). The structure provides three independent exterior door openings. The said structure appears on the Pinellas County Property Appraiser report as a Detached Utility Structure, which is confirmed by a survey of the property, dated July 13, 2000, and which denotes the rear structure as a metal shed. Upon an extensive search of the City's permit records, no permits and /or approvals have been obtained for the referenced structure. Also, this existing structure is in direct contradiction with the City's Zoning Regulations (WD-1) in which independent residential structures are not permissible.
- **Section 506.1, Sanitary Drainage System, General**
The washing machine located in the rear yard to the north of said structure is in direct contact with the elements. The sanitary drainage from this machine is discharging directly on to the adjacent ground. The electrical power source is obtained from an exterior electrical receptacle located adjacent to the most northern exterior entry door of the above referenced structure, with the extension cord run directly over the ground.

**CITY OF TARPON SPRINGS, FLORIDA
Board of Adjustment Application**

Return to:
Planning & Zoning Division
324 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5611

(Please type or print clearly)

Property Owner(s)

Name <u>Nikitas Jannianakis</u>		Email <u>PAWSRUS@gte.net</u>	
Address <u>434 Attens St.</u>			
City <u>Tarpon Springs</u>	State <u>FL</u>	Zip <u>34689</u>	
Phone <u>943 5899</u>	Fax <u>781 3851</u>	Cellular <u>992 7024</u>	

Applicant

Name <u>SAME</u>		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

Agent (if applicable)

Name <u>N/A</u>		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

Property Location or Address <u>434 Attens St. Tarpon Springs</u>		
Legal Description (attach additional sheets as necessary) <u>Lot 25, HOPES SECOND SUBDIVISION, ACCORDING TO PLAT BOOK 19, 65</u>		
Tax Parcel Number(s) <u>12-27-15-41202-000-0250-01</u>	Land Use Category <u>01</u>	Zoning District <u>210</u>

Requested Action: [please check all that apply]

- ☒ Setback variance
 ☐ Fence height variance
 ☐ Sidewalk waiver
 ☐ Other _____
☐ Parking variance
 ☐ FAR variance
 ☐ Appeal or re-hearing

Describe Request: (attach additional sheets as necessary)

SEE Attachment (1)

Required LDC Regulation(s): [list all that apply]

Attached

CITY OF TARPON SPRINGS, FLORIDA
Board of Adjustment Application

The following **MUST** be furnished with this application: (incomplete applications will not be accepted)

- ☒ Completed original application
- ☒ Application fee
 - ☒ Variance Request: \$250.00 each
 - ☐ Administrative Appeal Request: \$150.00 each
- ☒ Property survey, signed and sealed by a professional land surveyor
- ☒ Written description of hardship
- ☒ Proof of ownership (a copy of the deed which conveyed title to the present owner of the property)
- ☒ Other supporting information, as necessary

Letters of Support from neighbors.

ATTACHMENT 1

DESCRIPTION OF PROJECT

Existing Site Conditions:

There is currently a shed in the rear of the premises which has been present for approximately 45 years. The shed is depicted on the survey, enclosed with this application. It is currently 27.5 feet long, and 10.4 wide. It rests 3.5 feet from the rear lot line.

Proposed Project:

The proposed project seeks to enlarge the shed by 19.5 feet in length. ("new addition") The new addition will maintain the existing rear lot set back at 3.5 feet. A variance is sought for this new addition, allowing the shed to continue to rest 3.5 feet from the rear lot line.

In addition, the new addition will come within 4 feet of the east property. A variance of 1 foot is sought for the side set back.

A diagram is attached depicting the new addition.

Existing Set Back Rules

Upon information and belief the current set back rules for Single Family Uses are as follows:

<u>Current Setback Requirements</u>	<u>Proposed Set Back</u>
Side Interior – 5 feet;	4 feet
Rear, to detached garage; 10 feet;	3.5 feet (maintain existing status)

Reasons for Granting Variance

First, all adjoining land owners are in agreement and consent to the proposed new addition.

The need for the requested variance arises out of the physical surroundings, shape, topographical conditions, or other physical or environmental conditions that are unique to the specific property involved. The existing lot configuration and does not allow for an expansion of the shed in any other fashion, and the proposed new addition maintains the existing status quo. The variance requested is the minimum necessary that will afford relief.

The granting of the requested variance is necessary for the preservation and enjoyment of a legally recognized property right, and Granting the variance will not confer any special privilege that is not allowed for other lands, buildings or structures in the same zoning district.

The conditions or special circumstances peculiar to the property have not been self-created or have resulted from an action by the applicant or with prior knowledge or approval of the applicant. The conditions that existed were in place prior to the purchase of the property in 2000.

This new addition will substantially enhance property values in the area, while continuing to maintain the essential single family character of the area.

It is respectfully requested that the variance be granted so that the shed can be improved as described.

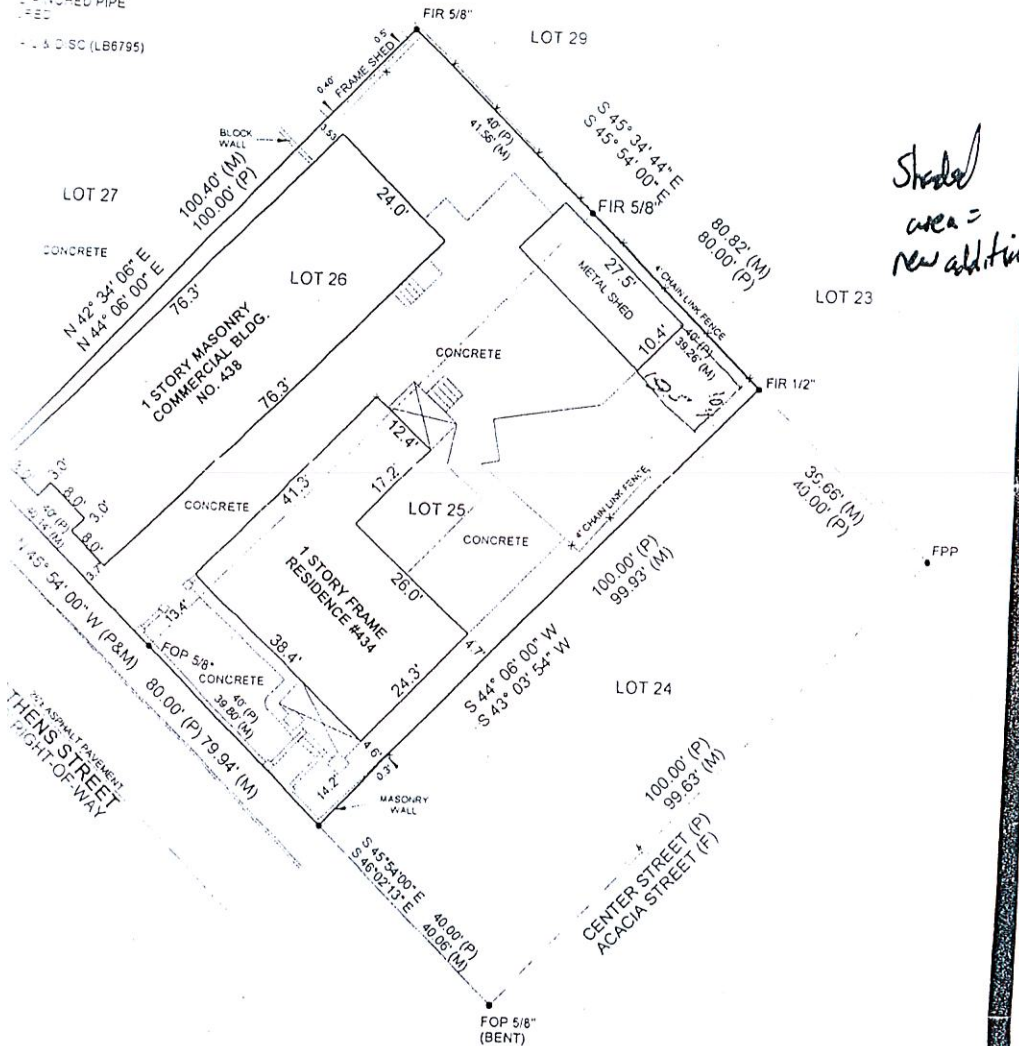
SECTION 12, TOWNSHIP 27 SOUTH, RANGE 15 EAST
TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.

HOPE'S SECOND SUBDIVISION, according to the plat thereof, as
Book 19, Page 65 of the Public Records of Pinellas County, Florida.

SCALE: 1 INCH = 20 FEET

REPORT
Set on Plat N 45° 54' 00" W - Southwesterly line Lots 25 & 26
appears to lie within Zone A12, (base flood elevation 11 feet), according to F.E.M.A. Flood
Map Community Panel No. 120259-0005-B, June 1, 1983
monuments and/or utility installations, including building foundations, were not located or shown
Additional restrictions and/or other matters of record not shown on this survey

CONCRETE
OPEN PIPE
FINCHED PIPE
FIR
F.P.P. (LB6795)



BOUNDARY SURVEY		7/13/2000	33/20	W.W.	d.s.
TYPE OF SURVEY		DATE OF SURVEY	FIELD BOOK	PARTY CHIEF	DRAWN BY
SURVEYOR'S CERTIFICATE: I, DAVID W. STINSON, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON WAS DONE UNDER MY RESPONSIBLE CHARGE AND MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. <i>David W. Stinson</i> DAVID W. STINSON PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NO. 4122 DATE 7/13/2000 *NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.*					
STINSON & WOODWORTH, INC. SURVEYOR'S & MAPPERS (LB6795) POST OFFICE BOX 132 38872 U.S. HIGHWAY 10 NORTH TARPON SPRINGS, FLORIDA 34689 PHONE: 727-934-8311 FAX: 727-944-2733					
JOB NO. 00-0179					

October 25, 2005

To Whom It May Concern:

I own the home located at 432 Athens Street, adjacent to 434 Athens Street, in Tarpon Springs, FL.

I hereby give my permission for Mr. and Mrs. Nikitas Damianakis to build the extension to their home which is 3 1/2 feet off of the existing fence line and 19 feet long.

A handwritten signature in cursive script, appearing to read "Kalipe Drus". The signature is written in dark ink and is positioned to the right of the main body of text.

ANTHONE R. DAMIANAKIS, P.A.

111 McMULLEN BOOTH ROAD
CLEARWATER, FLORIDA 33759

*Attorney at Law
Licensed in Florida and New York*

(727) 797-7450
(727) 797-7250 Fax
Email: TONYDLAWYER@AOL.COM

November 23, 2005

City of Tarpon Springs, Board of Adjustment

RE: 434 Athens Street Set Back Variance Request

Dear Honorable Members of the Board and Staff:

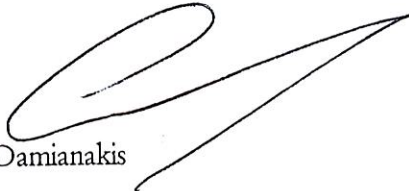
I am writing in support of the request by the owner of 434 Athens Street seeking a variance on the set back requirements to enlarge an existing shed.

I own the property located next door, 438 Athens St., which is currently a commercial use.

The owners of 438 Athens have made substantial improvements to the area, and have greatly enhanced property values. Their proposed enlargement of the shed simply continues the good work they have started on their home.

Cordially,

Anthone Damianakis



Parcel Number 12/27/15/41202/000/0250

Data Current as of November 20, 2005 [11:32 am Wednesday November 23]

Residential Property Owner, Address, and Sales

S. S.E. SUB NO. 2 REV LOT 25

2004 Exemptions

Homestead: Yes Use: 100% Ownership: 100% Tax Exempt: 0%
 Government: No Institutional: No Agricultural: \$0 Historic: \$0

2005 Value

Comparable Sales value based on historical sales from 2003-2004:

\$114,100

Just/Market Value: \$94,900

Save-Our-Homes Cap

Assessed Value/Save our Homes Cap:
\$67,400

Taxable Value: \$42,400

Warning: A significant taxable value increase may occur when sold. Click for details and info. regarding the posting of exemptions.

2005 Tax Information

Tax District: TS

Millage: 22.4262

Special Tax: \$0.00

Taxes: \$950.87

Taxes without Save-Our-Homes cap: \$1,567.59

Taxes without any exemptions: \$2,128.25

Parcel Information

Book/Page: 11444/2693 Land Use: Single Family (01)
 Census Tract: 275.01 Evacuation Zone: B

Mailing Address

DAMIANAKIS, NIKITAS
 DAMIANAKIS, ELAINE
 DAMIANAKIS, ANTHONY
 434 ATHENS ST
 TARPON SPRINGS FL 34689-3161

Property Address

434 ATHENS ST

Plat Year

1927

Plat Book/Page(s)

019/065

Sale Date	Book/Page	Price	Q/U	V/I
6/2001	11444 / 2693	\$26,000	U	I
8/2000	11030 / 2340	\$72,000	Q	I

Land Information

Land Use	Land Size	Unit Value	Units	Method
Single Family	40 x 100	6.00	4,000.00	S

Seawall: No Frontage: None View:
 Land Use Land Size Unit Value Units Method

25.03 R-60 and R-70 One and Two Family Residential District

- (A) The R-60 neighborhood conservation district is created to promote the stability and redevelopment of established neighborhoods consisting primarily of platted subdivisions. The existing street and circulation system should be preserved to promote interaction among residents and with community institutions.
- (B) The R-70 one and two family residential district is established to provide for a mixture of one and two family dwellings at a medium density where the mixture is determined to be compatible with development trends in the area.

(C) Permitted Uses

- (1) Churches
- (2) Emergency Service Facilities
- (3) Family Care Homes (Not within 1,000 feet of a pre-existing Family Care Home)
- (4) Public Parks and Recreation Facilities
- (5) Schools of General Education
- (6) Single Family Detached Dwellings
- (7) Two-Family Dwellings, Single-Family Semi-Detached (R-60 only)

(D) Conditional Uses

- (1) Community Residential Homes
- (2) Congregate Care Facilities up to 20 residents
- (3) Day Care Centers
- (4) Day Care Home
- (5) Family Care Homes (Within 1,000 feet of a pre-existing Family Care Home)
- (6) Home Occupations (Pursuant to Sections 51.00 through 51.03 of this Code)
- (7) Light Utility Service
- (8) Schools of Special Education
- (9) Two Family Dwellings, Single-Family Semi-Detached (R-70 only)

(E) R-60 Dimensional Regulations

(1) Minimum Lot Area:

- (a) Single Family Detached Dwellings and Family Care Homes = 6,000 square feet. Notwithstanding this minimum and the provision of Section 24.02 of this Code, any lot which, on the effective date of this district, was specifically delineated on a plat of record and contains at least 5,000 square feet of land area may be utilized for the construction of a single family detached dwelling.
- (b) Two Family Dwellings, Congregate Care Facilities, and Community Residential Homes = 9,000 square feet
- (c) All Other Uses = 12,000 square feet

(2) Minimum Lot Width:

- (a) Single Family Detached = 40 feet
- (b) Two Family Dwellings = 60 feet
- (c) All Other Uses = 88 feet

(3) Maximum Height = 30 feet

(4) Minimum Yards:

(a) Single Family Detached

- 1. Front, to garage = 25 feet
Front, to unenclosed porch = 15 feet
Front, to living area = 20 feet
- 2. Side, interior = 5 feet
Side, street = 7.5 feet
- 3. Rear, to house = 20 feet
Rear, to detached garage = 10 feet

(b) Two Family Dwellings

- 1. Front, to garage = 25 feet
Front, to unenclosed porch = 15 feet
Front, to living area = 20 feet
- 2. Side, interior = 7.5 feet
Side, street = 10 feet
- 3. Rear, to house = 25 feet
Rear, to detached garage = 10 feet

(c) All Other Uses

- 1. Front = 35 feet
- 2. Side = 15 feet
- 3. Rear = 25 feet

(F) R-70 Dimensional Regulations

- (1) Maximum Density = 6 dwelling units per acre
- (2) Minimum Lot Area:
 - (a) Single Family Detached Dwellings = 7,000 square feet
 - (b) Two Family Dwellings = 10,000 square feet
- (3) Minimum Lot Width = 60 feet
- (4) Minimum Lot Depth = 80 feet
- (5) Maximum Height = 35 feet
- (6) Minimum Yards:
 - (a) Front = 25 feet
 - (b) Side = 7.5 feet
 - (c) Side Street = 15 feet
 - (d) Rear = 20 feet

- (7) Minimum Net Floor Area:
 - (a) Single Family Detached Dwellings = 1,000 square feet
 - (b) Two Family Dwellings = 600 square feet
- (G) Single-Family Semi-Detached Units:
 - (1) May be allowed under the same conditions as Two-Family dwellings in the R-60 and R-70 zoning districts.
 - (2) Must meet the same setback dimensions as required for two-family dwellings.
 - (3) Lot area for each lot must equal $\frac{1}{2}$ the area required for a two-family dwelling.
 - (4) Lot width for each lot must equal $\frac{1}{2}$ the required lot width for a two-family dwelling.
 - (5) A single-family semi-detached unit may not be utilized as a duplex or two-family dwelling.
- (H) Public/Semi-Public, Ancillary Non-Residential Uses: Shall not exceed a maximum area of three (3) acres. Such use or contiguous like uses in excess of this threshold shall require an appropriate future land use plan amendment and corresponding zoning map amendment.
- (I) Non-Residential Uses: Shall not exceed a Floor Area Ratio (FAR) of .40, nor an Impervious Surface Ratio (ISR) of .65.
- (J) Residential Equivalent Uses: Shall not exceed an equivalent of 3 beds per permitted dwelling unit at 6 dwelling units per acre.
- (K) The permitted uses, densities, and intensity standards in this district shall be limited by the parcel's designation on the future land use map.

Prepared by: Return to:
STEPHEN J. STRALEY
ACTION TITLE COMPANY
3990 Sheridan Street, Suite 110
Hollywood, Florida 33021
(305) 962-3138
009543

WARRANTY DEED

This Indenture made this 14th day of July, 2000, BETWEEN ELEFThERIOS VARYPATIS and GEORGIA VARYPATIS, HIS WIFE GRANTOR* and ANTHON DAMIANAKIS, A SINGLE MAN of 434 ATHENS STREET, TARPON SPRINGS, FLORIDA 34689 GRANTEE*

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of PINELLAS State of Florida, to-wit:

LOT 25, HOPE'S SECOND SUBDIVISION- TARPON SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 65, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SUBJECT TO TAXES FOR THE YEAR 2000 NOT YET DUE AND PAYABLE
SUBJECT TO ALL CONDITIONS, EASEMENTS, RESTRICTIONS AND LIMITATIONS OF RECORD.
OLIO NO.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES FOR ELEFThERIOS (2 MINIMUM)

SIGNATURE: Chris Kalyvas
PRINTED NAME: CHRIS KALYVAS

SIGNATURE: Pete Rigas
PRINTED NAME: PETE RIGAS

E. J. Barypatis
ELEFThERIOS VARYPATIS
Address:

Georgia Barypatis
GEORGIA VARYPATIS
Address:

WITNESSES FOR GEORGIA

SIGNATURE: Lily Argeri
PRINTED NAME: Lily Argeri

SIGNATURE: A. Rigas

CITY OF TARPON SPRINGS, FLORIDA
Board of Adjustment Application

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that _____ is/are duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: 11/23/05

Title Holder: [Signature]

Date: _____

Title Holder: _____

Date: _____

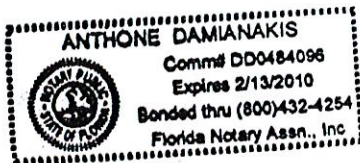
Title Holder: _____

Date: _____

Title Holder: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of November, A.D., 2005
by Anthony Damianakis, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.



NOTARY PUBLIC

Name: _____

Signature: [Signature]

Stamp: _____



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award File No. 240115-P-JL, for Request for Proposals (RFP) Planning Support Services (**Renea Vincent Planning & Zoning Director, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 240115-P-JL, for Request for Proposals (RFP) Planning Support Services to: 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., as the Professional Firms for RFP No. 240115-P-JL, these firms were deemed to be the most highly qualified to perform the required services for Planning Support. The contract is for a five (5) year period from date of contract execution in an aggregate annual amount not to exceed \$150,000 for City wide usage.

Background

This contract provides for miscellaneous professional Planning Support Services to include but not limited to; 9 specific planning sub-areas: Multimodal Transportation Planning and Analysis, Economic Analysis, Communications and Public Involvement, Urban Design, Land Use and Redevelopment, Historic Preservation, Community Resilience, Community Development and Redevelopment Planning and Recreation Master Planning. Interested firms could submit for all, or any specific sub-area. The Evaluation Committee(s) evaluated ten (10) responses against the subcategory criteria (see attached memo). Staff recommends that each proposer who scored at least 85 out of 100 potential points be included as qualified consultants. It is important to note that each sub-area included an extensive list of specialized tasks. The most highly ranked firms were then selected for award recommendation.

Funding

The Planning Department FY 2025 budget includes \$150,000 in professional services. These funds are established to support continued professional planning services, on an “as needed” basis for projects specifically identified in the 2045 Comprehensive Planning Implementation Workplan and other associated Planning Department work plan items.

Strategic Plan Objective

Tabulation of Submittals
For
RFP No. 240115-P-JL
PLANNING SUPPORT SERVICES
August 28, 2024@ 3:00 p.m.

FIRMS
Stantec Consulting Services, Inc. Clearwater, FL
Halff Associates Tampa, FL
SB Friedman Development Advisory, LLC Chicago, IL
Inspire Placemaking Collective, Inc. Tampa, FL
The Research Associates New York, NY
Florida Technical Consultants Boyton Beach, FL
Kimley-Horn and Associates St. Petersburg, FL
LandDesign Orlando, FL
The SOS Team Spring Hill, FL
NXTGEN Clean Energy Solutions St. Petersburg, FL

Plan holders: 68 Responses: 10

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.



MEMORANDUM

To: Mayor and Commissioners

From: Renea Vincent, Planning Director

Through: Charles Rudd, City Manager
Janina Lewis, Procurement Services Director

Date: October 15, 2024, Regular Session

Subject: Planning Support Services Request for Proposals (RFP No. 240115-P-JL)

Background:

The City issued a request for proposals in July 2024 to pre-qualify firms to provide planning consultant services on an “as needed” basis. The RFP was divided into 9 specific planning sub-areas: Multimodal Transportation Planning and Analysis, Economic Analysis, Communications and Public Involvement, Urban Design, Land Use and Redevelopment, Historic Preservation, Community Resilience, Community Development and Redevelopment Planning and Recreation Master Planning. Interested firms could submit for all, or any specific sub-area. The following firms submitted proposals for at least one sub-area:

Stantec Consulting Services, Inc
Halff Associates
NXTGEN Clean Energy Solutions
SB Friedman Development Advisory, LLC
Inspire Placemaking Collective, Inc.
The Research Associates
The SOS Team
Florida Technical Consultants
LandDesign
Kimley-Horn and Associates

Review & Scoring:

Each sub area had to be uniquely scored, so two review teams were convened, and the sub-areas were divided between the teams. Initially, the intent was to pre-qualify at least 3 consultants for each sub area. After reviewing the scoring, it became apparent that taking the “top three” in each sub area would disqualify proposers who only differed by 1-2 points. It is recommended that each proposer who scored at least 85 out of 100 potential points be included as qualified consultants. It is important to note that each sub-area included an extensive list of specialized task areas.

Four firms submitted for all 9 sub-areas (Halff Associates, Inspire Placemaking Collective, Stantec Consulting and Kimley-Horn). Two of these firms (Halff Associates and Stantec) qualified in all 9 sub areas. Two firms (SB Friedman Development Advisory and The Research Associates) were only qualified in one sub area each.

A matrix (Attachment A) is attached which identifies the recommended consultants to be awarded for each of the nine sub areas.

**Recommendation:**

Based upon the results of the evaluation committee, the Planning and Zoning Department recommends that six consulting firms be pre-qualified across the nine sub areas as presented in the attached matrix (Attachment A).

Funding

The Planning Department FY 2025 budget includes \$150,000 in professional services. These funds are established to support continued professional planning services, on an “as needed” basis for projects specifically identified in the 2045 Comprehensive Planning Implementation Workplan and other associated Planning Department work plan items.

Attachments:

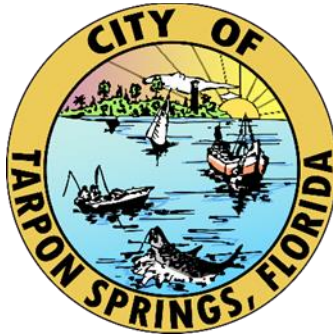
Attachment “A” Planning Support Services Award Matrix

ATTACHMENT "A"

PLANNING SUPPORT SERVICES AWARD MATRIX

Qualified Consultants	PLANNING SUPPORT SERVICES: SUB-AREAS								
	Multimodal Transportation Planning and Analysis	Economic Analysis	Communications and Public Involvement	Land Use and Redevelopment	Urban Design	Historic Preservation	Community Resilience	Community Development and Redevelopment	Recreation Master Planning
Stantec Consulting Services, Inc	✓	✓	✓	✓	✓	✓	✓	✓	✓
Halff Associates	✓	✓	✓	✓	✓	✓	✓	✓	✓
SB Friedman Development Advisorys, LLC		✓							
Inspire Placemaking Collective, Inc.	✓	✓	✓	✓	✓	✓		✓	✓
The Research Associates			✓						
Kimley-Horn and Associates	✓	✓	✓	✓	✓	✓	✓	✓	✓

CITY OF TARPON SPRINGS, FLORIDA REQUEST FOR PROPOSALS



RFP No. 240115-P-JL PLANNING SUPPORT SERVICES

ISSUE DATE: July 29, 2024

RESPONSES DUE: August 28, 2024
3:00 P.M. (Local Time)

SUBMIT TO: Electronic Responses:
<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>
for
City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida 34689

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

RFP No. 2400115-P-JL

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: _____

OFFEROR MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

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. _____ Dated _____

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 _____

Address _____

City _____ State _____

Zip Code _____

Telephone _____

Signature _____ Date _____

Signatory's Name & Title _____

EXCEPTIONS TO SCOPE OF SERVICES

Section / Paragraph No.

Description

PLANNING SUPPORT SERVICES

The City of Tarpon Springs (“City”) is requesting proposals (“RFP”) for a contract for Planning Support Services. The City may 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.

SECTION 1- SCOPE OF SERVICES

INTRODUCTION

The Planning Department plays a pivotal role in coordinating citywide objectives and guiding our community toward a sustainable future. Administered by the Planning Department, the Comprehensive Plan defines the vision for the City of Tarpon Springs and establishes goals, objectives, and policies to help achieve that vision. The Planning Department is responsible for historic preservation, the Land Development Code, hazard mitigation planning, community development block grant funding, affordable housing program administration and special planning projects. The Planning Department provides staff support to the Local Planning Agency for unincorporated areas of the City, in accordance with F.S. 163.3174.

The Planning Department has an established budget that may be used to develop work assignments, but also receives grant funding from Federal, state, regional, local and private sources. Examples of grant funding sources include the Department of Housing and Urban Development (HUD) and Federal Highway Administration (FHWA).

1.0. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1. BACKGROUND

The Planning Department is requesting statements of qualifications for nine planning "sub" areas: Multimodal Transportation Planning and Analysis, Economic Analysis, Communications and Public Involvement, Urban Design, Land Use and Redevelopment, Historic Preservation, Community Resilience, Community Development and Redevelopment Planning and Recreation Master Planning. Descriptions of the sub areas are provided in the Scope of Work below. Consultants may apply for one or more of the sub areas.

Work will be performed for the Planning Department on a work assignment basis. A Task Work Order (TWO) number and scope will be generated for each task performed. No minimum amount of work resulting from this solicitation is guaranteed.

1.2 QUALIFICATIONS

The Planning Department is seeking experienced, qualified consultants to provide services in the areas listed below. Interested firms may submit for all, or any specific sub-area.

1.3 SCOPE OF WORK

The City of Tarpon Springs requires a variety of planning support services to include but not be limited to:

1.3.1. Multimodal Transportation Planning and Analysis

- a. Modeling and Simulation
- b. Bicycle and Pedestrian Facilities
- c. Transportation Disadvantaged
- d. Data Collection, Development and Management
- e. Access Management
- f. Mobility and Demand Management
- g. Transportation/Mobility Impact Fees
- h. Parking and Circulation
- i. Waterborne Transportation
- j. Feasibility Studies
- k. Complete Streets
- l. Resilience and Sustainability
- m. Safety Assessments
- n. Truck Route Analysis
- o. Corridor Studies

1.3.2. Economic Analysis

- a. Comprehensive Plan Economic Element
- b. Asset Based Economic Development Strategy/Plan
- c. Market Studies and Analysis
- d. Property or Facility Valuation
- e. Fiscal Impact Analysis
- f. Development Finance and Joint Development
- g. Economic Modeling
- h. Cost-Benefit Analysis
- i. Financial Analysis
- j. Financial/Scenario Planning
- k. Economic Development Capital Project Planning
- l. Land Assembly Planning
- m. Infrastructure Planning
- n. Best Practices and Case Studies
- o. Working Waterfront Economic Dev. & Analysis

1.3.3. Communications and Public Involvement

- a. Community Outreach, Engagement and Facilitation
- b. Graphic Design and Visualization
- c. Writing, Editing and Digital Publication
- d. Digital and Thematic Storytelling
- e. Website Design and Maintenance
- f. Market and Survey Research

1.3.4. Urban Design

- a. Site and Area Master Plans
- b. Corridor and Streetscape Design
- c. Visualization/Illustrations
- d. Gateway, Wayfinding and Signage Plans
- e. Parking Needs Analysis
- f. Open Space and Public Realm

1.3.5. Land Use and Redevelopment

- a. Comprehensive, Activity Center & Multimodal Corridor Plans
- b. Land Development Codes (traditional)
- c. Form Based Codes
- d. Sign Regulations
- e. Station Area Plans/Transit Oriented Development
- f. Scenario Planning
- g. Special Area Planning
- h. Tree Canopy Preservation Ordinances
- i. Environmental protection / biologist services

1.3.6. Historic Preservation

- a. Archaeological and Historic Resource Surveys
- b. Preservation Planning
- c. National Register Evaluations and Nominations
- d. Archaeological Monitoring and Excavations
- e. Memoranda of Understanding and Memoranda of Agreement
- f. Training and Workshops
- g. Historic District and Building Surveys
- h. Cultural Resource Assessment Survey (CRAS) Reports
- i. Historic/Heritage/Cultural/Conservation District Guidelines and Regulations

1.3.7. Community Resilience

- a. Hazard Mitigation
- b. Post Disaster Recovery and Redevelopment
- c. Vulnerability and Risk Assessments
- d. Adaptation Planning
- e. Resilient Design/Critical Infrastructure Protection
- f. Green Infrastructure Planning
- g. Pre-Disaster Mitigation
- h. Hazard Mitigation Grant Program activities
- i. National Flood Insurance Program activities
- j. Post Disaster Housing Plan
- k. Conservation Easements/Incentives
- l. Energy planning for sustainability

1.3.8. Community Development and Redevelopment

- a. Affordable Housing Studies & Needs Analysis
- b. Community Redevelopment Area (CRA) Planning
- c. Affordable Housing and Mixed-Use Design Plans
- d. Transitional Housing and Tenant Relocation Services
- e. Architectural Services
- f. Landscape Architectural Services
- g. Developer Qualifications Evaluations
- h. Construction Administration Services
- i. Permit Ready Residential and Mixed-Use Plans and Renderings

1.3.9 Recreation Master Planning

- a. Recreation Facility Needs Analysis, including recommended levels of service
- b. Ecosystem, Habitat and Wildlife Corridor Planning
- c. Open Space and Park Planning
- d. Aquatic Facility Planning and Management
- e. Providing for recreation needs within residential developments
- f. Utilizing waterfront improvements for recreation, climate adaptation & coastal restoration
- g. Recreation Impact Fee analysis

1.4. SCHEDULE

Time is of the essence. The Consultant(s) must be available within a 24-hour notice. Fees for less than 24-hour notice must be specified on Price Proposal Form.

1.5. TENTATIVE SCHEDULE*

Solicitation	July 29, 2024
Deadline for Questions	August 7, 2024
Proposal Opening	August 28, 2024
Shortlist	September 20, 2024
Interview/Presentations (as applicable)	October 2, 2024
Board Approval	October 15, 2024

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

SECTION 2 – SPECIAL CONDITIONS

2.1 Intent

The intent of this document is to describe the requirements, terms and conditions for Comprehensive Plan Update services.

2.2 Term

The term of this agreement shall commence on the effective date of agreement. Delivery of associated services shall be for a period of five (5) years from the date of contract execution.

2.3 Background Checks

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

2.4 Licenses and Permits

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

2.5 Books and Records

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

2.6 No Liens

Proposer shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Proposer, or to anyone using City property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

2.7 No Waiver

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

2.8 Performance

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

2.9 Safety Standards

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

2.10 Unauthorized Personnel

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

2.11 Use of City Property, Facilities and Equipment

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

2.12 Damage

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

2.13 Examination of the Work

The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

2.14 Use of Premises

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

2.15 Clean-up

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

2.16 Non-Exclusive

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

2.17 Relationship of Parties

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

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

2.18 Subcontracting

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

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

2.19 Equipment Storage Space

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

2.20 Purchase Agreement

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

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

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

2.21 Termination of Contract

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

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

SECTION 3 – PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the City to evaluate the Proposer's qualifications to complete the illustrative tasks required in the Scope of Work.

3.1. REQUIRED FORMAT

- a. The electronic version of the proposal shall be in pdf or Microsoft Office® format and shall include all the information and documentation requested in this Section 3, Proposal Requirements. The electronic version of Proposer's proposal submission should be a continuous document in one file, a separate file for the Pricing Proposal, and shall clearly identify the Proposer and the RFP number. The proposal should be individually tabbed for each of the sections listed below and be consecutively page numbered.
- b. The following is an explanation of the minimum information that should be included in each of the sections. Proposals must conform to this format.

Title Page: (Non-scored)

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

Table of Contents: (Non-scored)

Tab 1. Executive Summary (0 points)

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names and titles of the person(s) who will provide the services, project managers for subcategories including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

Tab 2. Ability of Firm and its Professional Personnel. (35 Points)-40 pages total

A written narrative describing technical strengths, unique concepts and methods that qualify the Proposer to satisfy the requirements of the Scope of Work.

- a. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
- b. Reviews the professional resources available to properly provide services as requested in the RFP document.
- c. Reviews the project team to ensure the team proposed contains all of the critical disciplines required.
- d. Prime team proposed should have exceptional professional resources to properly provide services.
- e. The project manager and proposed team should be uniquely qualified to provide the desired services.
- f. The submittal should demonstrate that the firm has adequate personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Tab 3. Firm Experience with Projects of Similar Size and Past Performance (30 Points)

- a. Reviews the firm's experience with projects of similar size, type and scope and the performance on those specific projects.
- b. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document, if using subconsultants, project qualifications should provide examples for those subconsultants. Provide at least 5 examples of successfully completed projects that demonstrate experience with the services described in the scope of work. Include the client name, contact information, project name, project location and summary of services provided. A separate narrative describing examples of project experience relevant to the sub areas should be included. A maximum of four (4) pages shall be submitted per subcategory. Resumes will not count towards the subcategory page limit and should be included as part of an appendix. Individual resumes may contribute to qualifications for multiple sub areas. A table or chart indicating the sub area that each resume contributes to may be included in this appendix when proposers are pursuing qualification for multiple sub areas. Vendor references for each sub area a proposer is seeking qualification for should be included in the proposal. The same reference page can be used for multiple sub areas when applicable.
- c. Experience pertaining to specific Pinellas County and the city of Tarpon Springs, projects may also be considered. City of Tarpon Springs staff shall not however furnish references for such projects.
- d. The scope of services provided should represent projects that are similar to those defined in the RFP document.
- e. The overall performance of the firm relative to projects of similar size and scope will be evaluated.

Tab 4. Demonstrated Understanding of the Sub Areas (30 Points)

A separate narrative describing examples of project experience relevant to the sub areas. A maximum of four (4) pages shall be submitted per subcategory. Resumes will not count towards the subcategory page limit and should be included.

- a. Respondent should demonstrate knowledge of applicable laws, regulations, and standard practices related to subject matter.
- b. Project team should demonstrate understanding of terminology related to subject matter.
- c. Respondent should demonstrate technical strength and unique methods utilized.

Tab 5. Minority Business Status (5 Points) – No page Limit

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub-contractors, is designated as a minority business by the Florida State Office of Supplier Diversity, Department of Management Services, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

Tab 6. Cost (Non-Scored)

Proposals shall include a rate sheet listing classifications and fully burdened rates for consultant and subconsultant(s). The rates are all-inclusive of all labor, overhead, expenses and profit of any nature including travel with the Tampa Bay Metropolitan Statistical Area.

Rate sheets will not be scored or used to determine award.

FEES AND EXPENSES:

The negotiated compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this request for qualifications
- computer/software
- support
- equipment and usage
- office supplies
- telephone charges
- safety equipment
- emails
- consumables
- electronic data transmission fees
- other consulting services
- standard copier usage
- special presentations
- fax charges
- regular and certified postage
- travel, per diem and lodging charges, unless otherwise agreed to by the City in the Services Agreement

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061, and/or City Travel Policy, as approved by the City.

Fees and expenses will not be scored or used to determine award.

Tab 7. City Forms

Proposers shall complete and execute the forms specified in Section 6 and found on the designated pages in this RFP, the subcategory spreadsheet, and other supporting documentation pertinent to the solicitation, and shall include them in this section tabbed 7.

SECTION 4 – EVALUATION OF PROPOSALS

4.1. Evaluation of Proposals

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

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

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

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

4.2. Evaluation Committee

A City Evaluation Committee (“CEC”) shall be established by the City Manager (or designee). The City Manager (or designee) shall approve the members of the CEC. The selection committee will be made up of no less than three (3) members that, will

evaluate, score, and rank the responses relative to their qualifications, approach, and ability to provide services to best serve the needs of the City.

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

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

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

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

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

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

4.3. Proposal Clarifications

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

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

4.4. Proposal Evaluations and Ranking

Each sub area will be awarded to the most qualified proposer(s), per the evaluation of qualifications criteria. Listed below are the criteria that will be used by the City to evaluate and score responsive proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each sub area will be awarded to the most qualified proposer(s), per the evaluation criteria.

The CEC will evaluate and rank the Proposals based on the following criteria, where, when all evaluation factors other than cost or price combined are significantly more important than cost or price. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Evaluation Criteria	Maximum Points Available
Ability of Firm and its Professional Personnel	35
Firms Experience with Projects of a Similar Size and Past Performance	30
Demonstrated Understanding of the Sub Areas	30
Minority Business Status	5
Total Points Possible	100

4.5. The Selection Committee's Recommendation

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

The City reserves the right to invite the top-ranked Proposers to attend an interview/oral presentation. This provides an opportunity for the Proposers to clarify or elaborate on their Proposal. This is a fact finding and explanation session only and does not include negotiation. The City's Procurement Services Department will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Proposer. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals as specified in evaluation criteria of Section 4 of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

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

SECTION 5 – ADMINISTRATIVE REQUIREMENTS – Instructions to Proposers and General Provisions

5.1. Preparation of the RFP

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

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

5.2. Submission or Receipt of Proposals

Proposal is to be submitted electronically through the e-bidding process via, <https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>

Facsimile or e-mail proposals will not be considered; however, proposals may be modified by email notice provided such notices are received prior to the hour and date specified in the RFP.

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

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

5.3. Right to Reject Proposal

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

5.4. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the City of Tarpon Springs through Bonfire (<https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities>). Responses will not be made to questions submitted after the deadline.

5.5. Acceptance of Offer

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

5.6. Modification or Withdrawal of Offer

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

5.7. Discrepancies, Errors, and Omissions

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

5.8. Disqualification

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

5.9 Mistakes

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

5.10. Taxes

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

5.11. Governmental Restrictions

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

5.12. Advertising

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

5.13. Excess Reprourement Liability

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

5.14. Waiver of Breach

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

5.15. Entire Agreement

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

5.16. Execution of Agreement

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

5.17. Proposer Expenses

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

5.18. Public Records Law

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

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

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reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Proposer does not transfer the records to the City.

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

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

PUBLIC RECORDS CUSTODIAN

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

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

5.19. Compliance with Laws

a. General. Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout

the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

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

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

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

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

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

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

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

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will

comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

5.20. Governing Law; Consent to Jurisdiction

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

5.21. Attorney's Fees

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

5.22. Force Majeure

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

5.23. Hold Harmless

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

5.24. Indemnification/Liability

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities,

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demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

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

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

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

5.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.26. Award Without Discussion

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

5.27. Award of Agreement

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

5.28. Non-budgeted Funds

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

5.29. Disputes and Complaints

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

5.30. Compliance with Labor and Immigration Laws

The Proposer shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Proposer acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Proposer's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Sub Proposers authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Proposer shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Proposer's contract with the City cannot be renewed unless, at the time of renewal, Proposer certifies in writing to the City that it has registered with and uses the E-Verify system. If Proposer enters into a contract with a sub-Proposer, the sub-Proposer must provide the Proposer with an affidavit stating that the sub-Proposer does not employ, contract with, or subcontract with an unauthorized alien and Proposer shall maintain a copy of such affidavit for the duration of the contract. If Proposer develops a good faith belief that any sub Proposer with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Proposer shall terminate the contract with the sub Proposer. If the City develops a good faith belief that Proposer has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

5.31. Assignment

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

expressly assume all of the obligations, duties, and liabilities of the Proposer under this Agreement.

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

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

5.33. Cooperative Use of Contract

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

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

SECTION 6 – PROPOSAL FORMS

Vendor Information
References
Non-Collusion Affidavit
Drug Free Workplace Certification
Lobbying and Conflict of Interest
Truth in Negotiation Certification
Suspension Debarment Certification

SECTION 7 – ATTACHMENTS AND EXHIBITS

Attachment A – Minimum Insurance Requirements
Attachment B – Non-Federal Entity Provisions
Attachment C – Draft Agreement & Exhibits

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PROPOSAL FORMS

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

Company Name	
Address 1	
Address 2	
City	
State	
Zip	
Ph. Number	
Project Point of Contact	
e-mail address	
Remittance Information	
Address 1	
Address 2	
City	
State	
Zip	
Ph. Number	
Project Point of Contact	
e-mail address	
Federal Tax ID No.	

Tax ID Type: __Federal Tax ID __ Social Security Number

Attach a Copy of W9 with this information.

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RFP No. 240115-P-JL

Planning Support Services

REFERENCES – INCLUDE IN TAB 7

#1 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#2 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#3 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:

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Date(s) of Service		
Type of Service		
Comments		
#4 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#5 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		

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NON-COLLUSION AFFIDAVIT

I, _____, depose and say that:

1. I am _____ of the firm of

_____,

the firm submitting the response described in this Request for Proposals for:

RFP No. 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: _____

STATE OF: _____ CITY OF: _____

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

NOTARY PUBLIC

My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

Name: _____
(Typed or Printed)

Signature: _____

Date: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company) _____ 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, _____, 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

Name and Title of Contractor's Authorized Official

Date: _____

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: _____

Title: _____

Date: _____

Signature: _____

**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 s29.110(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.

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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.

Company (Bidder) Name

Tax ID Number

DUNS Number

Authorized Representative Name

Authorized Representative Signature

CAGE Code issued through www.sam.gov
Identification Number
(If Social Security number
DO NOT enter)

Attachment A

MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering consultant is entitled to commence any part of the project, work, or services under this contract, the engineering consultant shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 2. Comprehensive General Liability Insurance including, but not limited to, Independent Proposer, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
 5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering consultant shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Consultant from its insurer; and nothing contained herein shall absolve the Consultant of this requirement to provide notice.

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

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Attachment B

Non-State Entity Contracts Under Federal Awards/GRANTS

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

TERMINATION FOR CAUSE AND CONVENIENCE

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the City of Tarpon Springs, shall thereupon have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by CONTRACTOR under this Contract shall become the property of the City of Tarpon Springs, and CONTRACTOR shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the City of Tarpon Springs, in its sole discretion. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the City of Tarpon Springs for damages sustained by the City of Tarpon Springs by virtue of any intentional and/or negligent act or omission or any breach of the Contract by CONTRACTOR, and the City of Tarpon Springs may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the City of Tarpon Springs from CONTRACTOR is determined. CONTRACTOR agrees that the City of Tarpon Springs shall have all rights and remedies afforded to it at law to recover any damages sustained by the City of Tarpon Springs in connection with the work performed by CONTRACTOR under the Contract. In the alternative, the City of Tarpon Springs shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. CONTRACTOR or the City of Tarpon Springs may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the City of Tarpon Springs and/or CONTRACTOR as provided herein, CONTRACTOR will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the City of Tarpon Springs, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60- 1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals

who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State

or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

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prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement 39 and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor 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.
- (3) 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.
- (4) 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.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of

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covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ACCESS TO RECORDS

(1) The Contractor agrees to provide the City of Tarpon Springs, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Tarpon Springs and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

DHS SEAL, LOGO, AND FLAGS

RFP No. 2400115-P-JL

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA and/or FEMA financial assistance/grants will be used to fund all or a portion of the contract. The Contractor will comply with all 16 applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the City of Tarpon Springs, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Tarpon Springs or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Tarpon Springs data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Tarpon Springs."

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Historic Preservation

	SCORE 100 POINTS 35	Halff Associates	Stantec Consulting	Inspire Placemaking Collective	Kimley - Horn															
1. Ability of Firm's Professional Personnel	35	29	34	33	31															
2. Firm's Experience with Projects of a Similar Size and Type	30	27	28	28	27															
3. Demonstrated Understanding of Sub Area	30	27	28	28	27															
4. MD&E	5	5	5	0	0															
Total Score	100	88	95	89	85															

PROJECT TITLE: Planning Services

RFP NUMBER: 2401158-JL

[Signature]

[Signature] 9/23/24

Interview - SCORING MEETING DATE:

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

[Signature]

[Signature] 9/23/2024
Talladega County Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Multimodal Transportation Planning & Analysis

	SCORE 100 POINTS 35	NXGEN	LandDesign	Halff Assoc	Inspire Placemaking Collective	Kimley-Horn	Stantec Consulting								
1. Ability of Firm's Professional Personnel	12	30	32	31	34	34									
2. Firm's Experience with Projects of a Similar Size and Type	10	25	25	25	29	29									
3. Demonstrated Understanding of Sub Area	10	25	27	27	30	29									
4. MDOB	5	0	5	0	5										
Total Score	100	32	80	99	88	93	97								

PROJECT TITLE: Planning Services

RFO NUMBER: 240115-01L

q-20

9-8 *9/23/24*

Interview - SCORING MEETING DATE: 9/23/2024

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

Calc: 80

Janina Lewis 9/23/2024

Tabulations by: Janina Lewis-Procurement Services Director

CONSENSUS SCORE SHEET

PROJECT TITLE: Planning ServicesRFQ NUMBER 240115-~~8~~-JL

RFQ NUMBER 240115-PJL

9/23/24

Interview - SCORING MEETING DATE

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

Can. 24

Quinn Lewis 9/23/2024

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET

Communications & Public Involvement	SCORE 100 POINTS 35	The SOS Team	NXTGEN	Research Associates	Half Associates	Stantec Consulting	Kimley - Horn	Inspire Placemeaking Collective												
1. Ability of Firm's Professional Personnel	15	20	32	31	32	32	32	32												
2. Firm's Experience with Projects of a Similar Size and Type	30	10	20	25	27	27	27	27												
3. Demonstrated Understanding of Sub Area	30	15	15	24	26	27	28	27												
4. MDBE	5	5	7	5	5	5	8	8												
Total Score	100	45	55	86	89	91	87	86												

PROJECT TITLE: Planning Services

RFP NUMBER: 240115-0-JL

[Signature]

[Signature] 9/23/24

Interview - SCORING MEETING DATE: 9/23/2024

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

[Signature]

[Signature] 9/23/2024
Tabulations by: Janina Lewis, Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Economic Analysis

	SCORE 100 POINTS	Half Associates	Inspire Placemaking Collective	Stantec Consulting	Kimley-Horn	NXTGEN	SB Friedman	Research Associates						
1. Ability of Firm's Professional Personnel	35	32	32	33	33	10	31	22						
2. Firm's Experience with Projects of a Similar Size and Type	30	25	27	26	27	5	27	19						
3. Demonstrated Understanding of Sub Area	30	26	27	25	28	5	27	18						
4. MBE	5	5	0	5	0	0	0	5						
Total Score	100	88	86	89	88	20	85	64						

PROJECT TITLE: Planning Services

RFP NUMBER: 240115-8-JL

Interview - SCORING MEETING DATE: 9/23/2024

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

John S. Langston 9/23/2024 Karen Demmons 9/23/2024
Mel Keen 9/23/2024 Janina Lewis 9/23/2024

Tabulations by: Janina Lewis, Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Urban Design

	SCORE 100 POINTS 35	NXTGEN	Halff Associates	Stantec Consulting	Kimley- Horn	Inspire Placemaking Collective	LandDesign												
1. Ability of Firm's Professional Personnel		7	30	34	34	35	30												
2. Firm's Experience with Projects of a Similar Size and Type	30	7	26	28	29	29	26												
3. Demonstrated Understanding of Sub Area	30	7	28	28	29	30	27												
4. MDBE	5	0	5	5	0	0	0												
Total Score	100	21	89	95	92	94	83												

PROJECT TITLE: Planning Services

RFQ NUMBER: 240115-8-JL

Interview -SCORING MEETING DATE: 9/23/2024

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

Holly S. Stangston 9/23/2024
Ally Keen 9/23/2024

Paul Demmons 9/23/2024
Garnie Lewis 9/23/2024

Tabulations by- Janina Lewis- Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Community Resilience

	SCORE 100 POINTS 35	Halff Associates	Stantec Consulting	Inspire Placemaking Collective	Kimley - Horn	NXTGEN														
1. Ability of Firm's Professional Personnel		30	34	30	32	25														
2. Firm's Experience with Projects of a Similar Size and Type	30	27	29	25	26	22														
3. Demonstrated Understanding of Sub Area	30	27	29	26	27	25														
4. MBE	5	5	5	0	0	0														
Total Score	100	89	97	81	85	72														

PROJECT TITLE: Planning Services

RFO NUMBER: 240115-8-JL

Interview -SCORING MEETING DATE:

9/23/2024

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

Halley S. Langston 9/23/2024

Karen Demmons 9/23/2024

Muri Keen 9/23/2024

Garnita Lewis 9/23/2024

Tabulations by- Janina Lewis- Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Land Use & Re-development

	SCORE 100 POINTS 35	SB Friedman	NXTGEN	Florida Technical Consultants	Halff Associates	Stantec Consulting	Kimley - Horn	Inspire Placemaking Collective						
1. Ability of Firm's Professional Personnel	29	7	26	32	34	34	35							
2. Firm's Experience with Projects of a Similar Size and Type	30	25	7	20	27	29	29	30						
3. Demonstrated Understanding of Sub Area	30	23	7	20	26	30	30	30						
4. MDBE	5	0	0	5	5	5	0	0						
Total Score	100	77	21	71	90	98	93	95						

PROJECT TITLE: Planning Services

RFP NUMBER: 240115-~~P~~-JL

Interview -SCORING MEETING DATE: 9/23/2024

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

Willy S. Langston 9/23/2024
Karen Demmons 9/23/2024
Murken 9/23/2024
Janina Lewis 9/23/2024

Tabulations by- Janina Lewis- Procurement Services Director

PROFESSIONAL CONSULTANT
EVALUATION FORM

CONSENSUS SCORE SHEET
Community Development & Re-development

	SCORE 100 POINTS 35	Half Associates	Stantec Consulting	Inspire Placemaking Collective	Kimley - Horn	NXTGEN	SB Friedman	LandDesign						
1. Ability of Firm's Professional Personnel	30	32	33	35	34	17	28	29						
2. Firm's Experience with Projects of a Similar Size and Type	30	26	27	30	27	7	24	24						
3. Demonstrated Understanding of Sub Area	30	27	28	29	26	7	24	25						
4. MDBE	5	5	5	0	0	0	0	0						
Total Score	100	90	93	94	87	21	76	78						

PROJECT TITLE: Planning Services

RFC NUMBER: 240115-P-JL

Interview -SCORING MEETING DATE: 9/23/2024

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

Jeffrey S. Tangston 9/23/2024

Karen Demmons 9/23/2024

Mel Keen 9/23/2024

Janina Lewis 9/23/2024

Tabulations by: Janina Lewis- Procurement Services Director



Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Ratify Selection of Pre-Qualified Respondents for Request for Qualifications (RFQ) No. 240145-S-JL, Construction of New Fire Station 70 (**Janina Lewis Procurement Director**)

Recommendation

Ratify selection of All Phase General Contractors, Inc.; Erickson & Lindstrom Construction Co., and Kingdom Construction Services, Inc. as the Qualified Respondents to RFQ No. 240145-S-JL, Construction of New Fire Station 70 Pre-Qualification. Further deem Bull Development Corporation as not meeting the minimum qualifications as stated in the background.

Background

The purpose of this solicitation is to pre-qualify construction firms who will be the only firms invited to respond to the forthcoming Invitation to Bid (ITB) for construction of the project. The City of Tarpon Springs intends to construct a new Fire Station 70. This proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational, and administrative spaces. The construction firms were required to not only document the experience of the construction member of the team, but to provide construction building experience and identify previous Fire Station construction building experience. Bull Development Corporation failed to meet the minimum qualifications as they did not provide enough information required to meet all the scoring criteria (see attached). The selection is in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes.

Funding

Funding not required during this phase.

Strategic Plan Objective

CITY OF TARPON SPRINGS, FLORIDA REQUEST FOR PRE-QUALIFICATIONS



RFQ No. 240145-S-JL CONSTRUCT NEW FIRE STATION 70 Construction Pre-Qualification

ISSUE DATE: July 31, 2024

RESPONSES DUE: August 30, 2024
3:00 P.M. (Local Time)

SUBMIT TO: Electronic Responses:
[https://ctsfl.bonfirehub.com/portal/
?tab=openOpportunities](https://ctsfl.bonfirehub.com/portal/?tab=openOpportunities)
for
City of Tarpon Springs
Procurement Services Department
324 E. Pine St
Tarpon Springs, Florida
34689

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

RFQ No. 240145-S-JL

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.

DEADLINE FOR WRITTEN QUESTIONS: August 20, 2024 @ 5:00 p.m. Questions regarding this RFQ 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: _____

OFFEROR MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

ADDENDA FORM

ADDENDA: The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____ Dated _____

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 _____
—

Address _____

City _____ State _____ Zip _____
Code _____

Telephone _____
Fax _____

Signature _____ Date _____

Signatory's Name & Title _____

EXCEPTIONS TO SCOPE OF SERVICES

Section / Paragraph No.	Description
-------------------------	-------------

RFQ No. 240145-S-JL

CONSTRUCT NEW FIRE STATION 70**PRE-QUALIFICATION**

Sealed Statements of Qualifications (SOQ) are requested for the above services. Submittals must be received by the Procurement Services Department, no later than August 30, 2024, @ 3:00 p.m. Late submittals will not be considered.

A non-mandatory, **pre-response** conference will be held by the Procurement Services Department online via Microsoft TEAMS meeting:

9:00 a.m., August 13, 2024

Meeting ID: 271 259 131 795

Passcode: HmpzGy

By this request for qualifications ("RFQ"), the City of Tarpon Springs, Florida ("City") is pre-qualifying "Statements of Qualifications" ("SOQs") from interested companies ("Respondents") who will later receive the complete engineered bid package to submit sealed bids for consideration of award for the construction and acceptance testing of a Fire Station 70 ("Project").

Only the most highly ranked Pre-qualified Respondents (PQRs) will be invited to respond to a forthcoming Bid for Construction (ITB) contract under separate cover. The ITB process is presently contemplated to determine best value for price based upon the pre-qualified respondents.

SCOPE OF SERVICES**1. PROJECT INFORMATION**

The City of Tarpon Springs is seeking SOQ for construction of the City of Tarpon Springs Fire Station 70 in accordance with the proposed construction drawings. This proposed facility will be a new facility constructed on a vacant lot near the existing Fire Station 70. The existing Fire Station 70 will remain in operation during construction and should not interfere with construction activities. The new facility will consist of three (3) vehicle bays and a fully functional operations facility designed for 24-hour operation including storage, bunking, dining, meeting, recreational, and administrative spaces.

2. QUALIFICATIONS

Firms interested in providing the required services must submit a SOQ containing tabbed sections for the elements identified in the evaluation criteria.

A. GENERAL

It is City's intent that the City enter into the Agreement with a single entity ("Contractor"), which will be the single point of contact and have direct contractual responsibility for all construction, quality control, and start-up services necessary to successfully complete the construction of the Project.

The Agreement will require, among other things that a Payment and Performance Bond be obtained securing the performance of all portions of the Project pursuant to the Agreement. Therefore, a Respondent must be a construction contractor and shall

RFQ No. 240145-S-JL

demonstrate that it, or a subsidiary of the Respondent, is a qualified constructor. The qualifications criteria necessary for each of the above to be deemed qualified are set forth below in Section 2.

Once a Respondent has been deemed to be a Qualified Respondent, the key component or subcontracted firms (e.g., those performing the construction) shall not be changed unless the prior written approval of the City is obtained by the Qualified Respondent. Proposed substitutes must meet the qualifications criteria stated in this RFQ. Prior to granting such approval, the City may request submission of the qualifications of the new firm, company or individual in reasonable detail to evaluate the qualifications based upon the criteria contained in this RFQ. If a Qualified Respondent is unable to replace the firm, company or individual with one that is qualified, the City may deem the Respondent as not qualified and may drop such Respondent from further consideration and participation in the procurement process.

3. TENTATIVE SCHEDULE

The following projected timeline should be used for planning purposes only. The City reserves the right to adjust this timeline as required.

Procurement Event	Tentative Date
RFQ Advertised	July 31, 2024
Last Day for Questions	August 20, 2024
Submissions Due	August 30, 2024
Evaluation Committee Meeting	September 24, 2024
Presentations (if applicable)	TBD
Notice of Recommendation	October 1, 2024
Tentative award of ratification of selection by Board of Commissioners	October 15, 2024

SECTION 2 - SPECIAL CONDITIONS

1. PURPOSE

The purpose of this RFQ is to establish a short list of a minimum of three (3) of the most highly ranked qualified professional RESPONDENTS for eligibility for submittal on a forthcoming ITB for Construction for the contract to construct the City's New Fire Station 70.

2. CRITERIA FOR EVALUATION AND AWARD

The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following criteria.

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

b) Responsibility. The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine

RFQ No. 240145-S-JL

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

c) Technical Response. The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project.

2.1. A selection committee made up of no less than three (3) members will evaluate, score, and rank the responses relative to their qualifications, approach, and ability to provide services to best serve the needs of the City.

2.2. The following is the criteria that will be used by the City to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. The maximum possible score is 100 points.

<u>Evaluation Criteria</u>	<u>Maximum Points Available</u>
Ability of Firm and its Professional Personnel	25
Firms Experience with Projects of a Similar Size and Type	40
Firms Willingness and Ability to meet Schedule and Budget Requirement	10
Firms Recent, Current, and Projected Workload	10
Minority Business Status	5
Effect of Project Team Location	<u>10</u>
Total Point Possible	100

A. ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL
Maximum Points – 25

RFQ No. 240145-S-JL

Responses limited to 2 pages maximum, single sided, for narrative, plus organizational charts, plus resumes of key personnel (limit two pages, single sided, per person).

- i) Attach resumes only for key personnel of the Project Team, detailing past experience as it relates to projects of a similar size and type
- ii) Submit an organizational chart delineating personnel assigned to both and design services and anticipated construction services.

B. FIRMS EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE

Maximum Points – 40

Responses must have only one (1) project per page, single sided. Should include any Fire Station Construction builds within the last 10 years.

- i) List a maximum of ten (10) recent projects, preferably during the past 5 (five) years, to indicate proficiency in similar work.
- ii) The firm's or team members actual role in those listed projects must be documented.

C. FIRMS WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS

Maximum Points – 10

Responses limited to three (3) pages, single sided, maximum.

- i) Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
- ii) Indicate the controls to be utilized to maintain both schedule and budget for this project.
- iii) Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project during the construction phases of the project.
- iv) Provide a graphical schedule containing tasks and task durations for the construction of the project.

D. FIRMS RECENT, CURRENT AND PROJECTED WORKLOAD

Maximum Points – 10

Responses limited to 3 pages, single sided, maximum.

- i) Describe the current workload and your daily ability to handle scope of construction.
- ii) Provide a graphic representation, one (1) page, single sided, maximum, of your current commitment over the next one (1) year period for key members of the project team.
- iii) Specify the members of the project team and office location for each.

E. MINORITY BUSINESS STATUS

Maximum Points – 5

Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida. If the Firm/Prime Contractor is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business

RFQ No. 240145-S-JL

status as per the State of Florida, zero (0%) percent of the points available are awarded.

F. PROJECT TEAM LOCATION

Maximum Points – 10

Response Limited to 3 pages, single sided, maximum.

- i) Specify who in the Proposer's organizational chart will oversee the elements of the work.
- ii) Specify the members of the project team and office location for each.
- iii) A firm shall be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota, and Hernando Counties.

2.3. Oral Presentations/Telephone Discussions

- A. Plan to shortlist all qualified firms meeting **all** stated criteria for qualification
- B. Oral Presentations by the shortlisted firms **will not** be required on this project.
- C. Telephone discussions **will not** be held with each of the shortlisted firms.

2.4. Evaluation Committee meetings are public meetings. Official Notice of the meetings will be posted on Bonfire a minimum of 24 hours prior to the meeting time. No other notice will be given. Anyone may attend the meetings as an observer; however, no observers may make comments or ask questions unless invited to do so by the committee.

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

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

2.6. The Evaluation Committee may, however, initiate communication with any proposer in order to obtain additional information or clarification necessary for fair evaluation of their submittal. Ex parte communication initiated by a proposer may disqualify that firm from consideration for this or future Requests for Qualifications.

3. SUBMITTAL CONTENT REQUIREMENTS

The following paragraphs detail the instructions and order to be followed in preparing a response to this RFQ. The City of Tarpon Springs reserves the right to reject any submittal as non-responsive if the submittal fails to include any of the required information in the specified order. Each part of the submittal should be clearly labeled and tabbed for easy reference. The submittal shall be submitted in an 8 ½" by 11" format minimum font 10 pt. with all sections tabbed as necessary. Page limits stated below shall be observed (excess pages will not be evaluated). One page is defined as one printed side of one piece of paper. All full-page illustrations, figures, and tables are to be included in the page count (even if they are not paginated)

A. Cover Letter (one page, single sided, 6 Pages Maximum)

A cover letter transmitting the qualifications must be submitted and dated. The letter must indicate that the RESPONDENT agrees to be bound by the submittal without modifications, unless mutually agreed to upon further negotiations between the City of Tarpon Springs and the RESPONDENT. The cover letter shall also contain:

- a. The name, title, address, and telephone number(s), and email address of an individual(s) with authority to bind the firm during the period in which the CITY is evaluating the submittals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. This letter shall clearly state which entity is: (i) the Respondent and would execute the Agreement with the City; (ii) the Constructor Member who will provide the construction services. One entity may fulfill multiple functions for the project but must meet the individual qualifications for each component as stated.
- b. A short business history of the Respondent, and the Constructor Member.
- c. A basic organizational chart depicting the proposed Respondent Team structure.
- d. A statement that the Respondent's team meets ALL of the Minimum Qualifications Criteria set forth previously in Section 2-B of this RFQ.
- e. The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.

B. Table of Contents (1 Page)

The Table of Contents should identify locations of all sections in the submittal.

RFQ No. 240145-S-JL

C. Respondent Team Relevant Experience (40 pages)

The intent of this section of the SOQ is for the Respondent to clearly and completely describe how its team meets each and every one of the Minimum Qualifications Criteria set forth in this RFQ.

In developing this section of the SOQ, the text shall clearly distinguish, and state which entity actually performed the work for which they are claiming experience. Where it is the experience of a parent, affiliate or subsidiary that is listed as a relevant qualification, this fact shall be explicitly noted and the relationship linking the experience to this Project shall be described. **Please label each subsection according to the numbering sequence as presented below.**

1. Ability of the Firm's Professional Personnel
2. Firm's Experience with Projects of a Similar Size and Type-Including construction of a previous Fire Station within the last 10 years
3. Firm's Ability to Meet Schedule and Budget Requirements.
4. Firm's Recent, Current and Projected Workload
5. Firms Minority Business Status
6. Effect of Project Team Location

D. Contract Exhibits (No Page Limit)

In order for a submittal to be considered responsive for further consideration, all forms must be fully completed. Provide any additional information as necessary including licensing and certifications.

SECTION 3 - GENERAL CONDITIONS

1. SEALED SUBMITTAL

Proposers are required to submit their submittal in conjunction with the following expressed conditions:

- A. The Original Acknowledgement Form must be executed and submitted in accordance with the instructions given on the Acknowledgement Form and in the Special Conditions. All submittals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- B. Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Scope of Services, Special Conditions, General Conditions, and applicable conditions of the Request for Qualifications, the proposer's submittal, Exceptions to Specifications (if applicable), Addenda (if issued), Vendor References, Public Entity Crimes Statement, E-Verify Certification, Scrutinized Companies Certification, and Drug Free Workplace Form.

RFQ No. 240145-S-JL

- C. Proposers shall thoroughly read and examine all RFQ documents. As RFQ documents frequently change for each solicitation, proposers should not assume that this solicitation contains the same terms and conditions that were supplied in prior solicitations. The City is not obligated to identify any modifications to RFQ documents.
- D. Proposers are advised that all City solicitations and contracts applicable are subject to all legal requirements contained in the City's Ordinances and State and Federal law. When conflicts between this solicitation and these legal authorities occur, the higher authority shall prevail.

2. EXECUTION OF SUBMITTAL

Submittal must contain a manual signature of authorized representative. Submittal must be typed or printed in ink. Electronic signatures are acceptable.

3. SUBMITTAL OPENING

Opening of the sealed submittals shall be public on the date, location, and the time specified on the ACKNOWLEDGEMENT FORM. It is the proposer's responsibility to assure that their submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A submittal may not be altered after opening of the submittals.

4. MISTAKES

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the proposer to ensure that they have all the information necessary to affect their submittal. The City will not be responsible for the failure on the part of the proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, Special Conditions, and all instructions pertaining to services involved. Failure to do so will be at the proposer's risk.

5. INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than the date specified on the ACKNOWLEDGEMENT FORM. Inquiries must reference the date of the submittal opening and RFQ number. No interpretation shall be considered binding unless provided in writing by City in response to requests in full compliance with this provision.

6. COMPETITIVE OFFER

Pursuant to the provisions of State and Federal antitrust laws and under the penalty of perjury, the signatory of any submittal in response to this RFQ certifies that their submittal has not been formulated collusively and is not otherwise in violation of said laws.

7. QUALIFICATIONS FOR AWARD

Award of a contract shall be made to the proposer who is responsive in all respects to these procurement requirements, where the proposer is determined to be a responsible proposer, which determination shall be made solely at the discretion of the City.

RFQ No. 240145-S-JL

8. THE PROPOSER AFFIRMS AND DECLARES

- That the firm is licensed to do business within the State of Florida and will secure a City of Tarpon Springs Occupational License, if required, prior to the start of work.
- That the firm has the capability to assure completion of the required services within the time specified under this contract.
- That the firm presently has necessary facilities, financial resources, and licenses to complete the contract in a satisfactory manner and within the required time.
- That no other person, firm, or corporation has any interest in this submittal or the resultant contract.
- That the proposer is not in arrears to the City upon debt or contract and is not defaulting.
- That no officer or employee or person whose salary or compensation for services is payable in whole or in part from the City is or shall be or become interested directly or indirectly in this submittal or in the award or performance of the contract for supplying of aforesaid and other related items, or in any portion of the profits or price there from.

No proposer may withdraw his submittal after the scheduled closing time for receipt of submittals. All submittals must be firm for a period of ninety (90) days, after the time set for opening of submittals.

The City reserves the right to reject any or all submittals, to waive irregularities in the submittals, or to accept the submittal which best serves the interest of the City of Tarpon Springs.

9. GOVERNMENTAL RESTRICTIONS

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

10. ADVERTISING

In submitting a response to this solicitation, proposer agrees not to use the results as a part of any advertising.

11. ASSIGNMENT

Any contract or purchase order issued pursuant to this Request for Qualifications and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

12. EXCESS REPROCUREMENT LIABILITY

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

13. TERMINATION

City may terminate this contract in whole or in part with or without cause upon thirty (30) days written notice to the RESPONDENT. Unless the RESPONDENT is in breach of the Contract, the RESPONDENT shall be paid for services rendered to the City's satisfaction through the date of termination.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Submittals shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFQ and subsequent contracts.

15. PROTEST

Protest or any objection to the procedures followed by the City of Tarpon Springs with regard to this RFQ or the award thereof must be in strict accordance with Resolution 2008-15, a copy of which may be obtained at Procurement Services upon request.

16. ATTORNEY'S FEES

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

17. WAIVER OF BREACH

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

18. ENTIRE AGREEMENT

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

19. NOTICES

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by Certified Return Receipt Requested Mail to the RESPONDENT and City at their respective addresses.

20. HOLD HARMLESS

The RESPONDENT agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the RESPONDENT, its agents, officers, employees, and all other persons as a result of the performance of the services.

This includes claims made by the employees of the RESPONDENT against the Procuring Agency and RESPONDENT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

21. COMPLIANCE WITH LABOR AND IMMIGRATION LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

22. Prohibition Against Considering Social, Political Or Ideological Interests In

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

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

MINIMUM INSURANCE REQUIREMENTS

- A. Prior to the time the engineering RESPONDENT is entitled to commence any part of the project, work, or services under this contract, the engineering RESPONDENT shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services of a Certificate of Insurance executed on a standard ACORD form, listing coverages and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$200,000 each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
 5. Professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. The engineering RESPONDENT shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said RESPONDENT from its insurer; and

- nothing contained herein shall absolve the RESPONDENT of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of the engineering RESPONDENT.
 3. The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
 4. City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured.
 5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR SUBMITTAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

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

1. _____
Company

Address

Telephone/Email

Contact

2. _____
Company

Address

Telephone /Email

Contact

3. _____
Company

Address

Telephone/Email

Contact

4. _____
Company

Address

Telephone/Email

Contact

The Content of this Form may not be modified by the Respondent.

QUALIFICATIONS FORM 1
AFFIDAVIT FROM CONSTRUCTOR MEMBER

STATE OF FLORIDA
THE CITY OF TARPON SPRINGS

BEFORE ME, the undersigned authority, personally came and appeared _____, who after being by me duly sworn, deposed and said that he is fully authorized representative of (hereinafter referred to as "Constructor Member") and said affiant stated:

- 1) The Constructor Member is the party ("Respondent") who has prepared the Statement of Qualifications for the design, construction of a new Fire Station 70, (collectively the "Project") for the City of Tarpon Springs ("City"), which Statement of Qualifications will be received by the City on _____, 2024.
- 2) The Constructor Member has read the Statement of Qualifications sections which refer to the Constructor Member and: (i) certifies that such statements are true and correct; and (ii) consents to the use of such statements in the Statement of Qualifications.
- 3) The Constructor Member agrees that: (i) if the Respondent is deemed a Qualified Respondent, the Constructor Member will assist in preparing the Proposal; and (ii) if the Respondent is selected to construct the Project, the Constructor Member will be the general construction contractor for the construction of the Project.
- 4) The Constructor Member hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.

(Signature of Constructor Member)

(Printed Name and Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY OF _____, 2024

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF _____

RFQ No. 240145-S-JL

**Public Entity Crimes Statement
SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(a), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to

_____ (print name of the public entity)

By _____

_____ (print individual's name and title)

For _____

_____ (print name of entity submitting sworn statement) whose
business

address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

—

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which

RFQ No. 240145-S-JL

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies).**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS ____ DAY OF _____ 202 ____.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that

_____ does:

(Proposer)

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 prohibitions.
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 bid a copy of the statement specified in subsection (A).
4. 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.
5. 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.
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 fully complies with the above requirements.

Date: _____

Signature & Title

RFQ No. 240145-S-JL

E-VERIFY CERTIFICATION

RFQ/Contract No: _____

Project Description: _____

RESPONDENT/Firm acknowledges and agrees to the following:

RESPONDENT/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the RESPONDENT/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the RESPONDENT/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal.

RFQ No. 240145-S-JL

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____

Proposer/Contractor FEIN: _____

Proposer/Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

Certified by: _____

Who is authorized to sign on behalf of the above-referenced company.
Print Name and Title:

Date: _____

RFQ No. 240145-S-JL

Affidavit of Compliance with Anti-Human Trafficking Laws

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

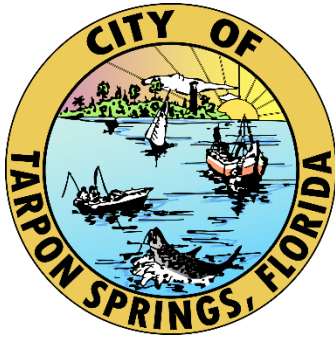
1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____



CITY OF TARPON SPRINGS, FL

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

August 21, 2024

RFQ No. 240145-S-JL
New Fire Station 70, Prequalification of Contractors
ADDENDUM 1

A pre-bid meeting was held August 13, 2024, at 0900. There were no questions received as a result of the meeting. Topics covered were the submittal due dates and the evaluation criteria. There is no bid for materials at this time. Those who prequalify will be invited to bid on the actual construction.

QUESTIONS/ANSWERS

Q1: What is the budget for the construction of Fire Station 70?

Response: For those prequalified to receive the Invitation for Bid, the estimated budget for construction is, \$6,200,000.00

- 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

RFQ NO. 240145-S-JL
EVALUATION FORM

CONSENSUS SCORE SHEET
EVALUATION

	RANK (100 Pts)	All Phase General Contractors, Inc.	Bull Development Corporation	Erickson & Lindstrom Construction C	Kingdom Construction Services, Inc.															
1. Ability of Firm & Personnel	25	17	17	24	23															
2. Firms Experience with Projects of Similar Size/Type	40	25	20	36	35															
3. Firms Willingness & Ability to Meet Schedule/Budget	10	9	0	7	7															
4. Firms Recent, Current, and Projected Workload	10	9	0	9	9															
5. Minority Business Status	5	5	0	0	0															
6. Effect of Project Team Location	10	10	10	10	9															
Total Score		75	47	86	83															

PROJECT TITLE: Construction Fire Station 70 Pre-Qualification

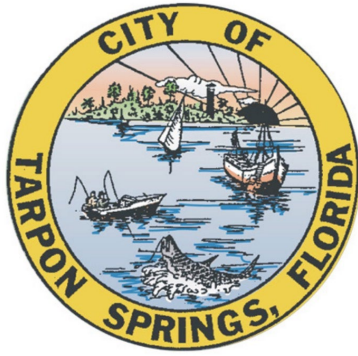
RFQ NUMBER: 240145-S-JL

SCORING MEETING DATE:

10/03/2024

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

Janina Lewis
Tabulations by: Janina Lewis, Procurement Services Director



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 4, 2024

Notice of Shortlist: RFQ No. 240145-S-JL, CONSTRUCT NEW FIRE STATION 70
Construction Pre-Qualification

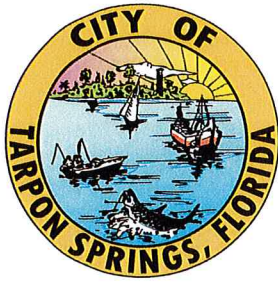
The City of Tarpon Springs Evaluation Committee has shortlisted the following Firms as the Pre-Qualified Respondents to receive the forthcoming Invitation to Bid (ITB) on the Construction of the New Fire Station 70:

All Phase General Contractors, Inc.
Erickson & Lindstrom Construction Co.
Kingdom Construction Services, Inc.

This letter is not to be construed as the final selection for award. This selection is to be approved by the Board of Commissioners. An invitation to Bid will be issued following recommendation approval.

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

10/04/2024



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: The Honorable Mayor and Commissioners

From: Charles Rudd, City Manager

Date: October 3, 2024

Subject: Designation of Acting City Manager

Pursuant to City Charter, Section 16(2), I am submitting for your approval the names of the Department Directors who may act as City Manager in my absence. Scott Young, Fire Chief will be the primary designee. Alternate designees will be Bob Robertson, Director of Project Administration and Renea Vincent, Planning & Zoning Director.

Any changes in this designation will be brought back before the City Commission when necessary.

Section 16. - City manager; acting city manager.

[(1) *City manager.*] There shall be a city manager who shall be appointed by, and serve at the pleasure of and under the direct supervision of, the board of commissioners. The city manager shall be the chief administrative officer of the city and shall have the power to execute the laws and administer the government of the city. The city manager shall be responsible to the board of commissioners for the proper administration of all affairs of the city and to that end shall have the rights, powers and duties necessary and proper to the enforcement thereof. The city manager shall not simultaneously serve as city clerk/collector. In the event of involuntary termination, the city manager shall not be entitled to more than three months' severance pay, payable monthly during the period that such person is not gainfully employed, together with accrued vacation pay.

The powers and duties of the city manager shall include the following:

- (a) Appoint and, when deemed necessary for the good of the city, suspend or remove any city employee, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter;
- (b) Appoint all department heads with the ratification of the board of commissioners, including all terms and conditions of employment thereof. No term or condition of such appointment shall be valid unless such is first approved by the board of commissioners. Terminate and suspend all department heads with the ratification of the board of commissioners, provided only, however, such ratification is requested by the affected department head in writing to the city manager within three working days after such termination or suspension;
- (c) Direct and supervise the administration of all departments, offices and agencies of the city except as otherwise provided by this Charter or by law. All city employees in the city clerk and collector's office shall be subject to the same personnel regulations as established by the city manager, except that the city clerk and collector shall have the authority to hire, discharge, or suspend any employee in the city clerk and collector's office who is under the supervision of the city clerk & collector;
- (d) Recommend and, upon approval of the board of commissioners by resolution, make changes in any or all department organizations, including combinations, deletions, creation of departments, units or divisions, and transfer responsibilities between departments, units or divisions;
- (e) Attend all commission meetings and shall have the right to take part in discussion but may not vote;
- (f) Prepare and submit the annual budget, budget message, and capital improvement program to the board of commissioners in a form provided by ordinance or by law;

- (g) Keep the board of commissioners fully advised as to the financial condition and future needs of the city and make such recommendations to the board of commissioners concerning the affairs of the city;
- (h) Submit to the board of commissioners, and make available to the public, a complete report on the finances and administrative and operating activities of the city as of the end of each fiscal year;
- (i) Make such other reports as the board of commissioners may require concerning the operations of city departments, offices and agencies subject to his/her discretion and supervision;
- (j) Develop and maintain such files and records as needed to provide history and continuity of operations of city business and to perform such other duties as are specified in this Charter or may be required by the board of commissioners;
- (k) Develop and keep current personnel rules and regulations, including such rules and regulations to provide for grievance procedures for all matters not recognizable under civil service. All said rules and regulations shall be approved by the board of commissioners;
- (l) Perform such other duties as are specified in this Charter or may be required by the board of commissioners.

[(2) *Acting city manager.*] The city manager shall designate in writing, subject to approval of the board of commissioners, a qualified city administrative officer to exercise the powers and perform the duties of city manager during any temporary absence or disability. During such absence or disability, the board of commissioners may revoke such designation at any time and appoint another officer of the city to serve until the city manager shall return or the disability shall cease.

(Ord. 83-24, adopted by electorate 10-18-83; Am. Ord. 87-52, passed 11-3-87; Ref. of 12-8-87; Am. Ord. 88-40, passed 10-4-88; Ref. of 12-13-88; Am. Ord. 89-21, passed 6-6-89; Ref. of 12-12-89; Am. Ord. 94-17, passed 6-21-94; Res. 95-15, passed 4-4-95; Am. Ord. 2004-34, passed 3-8-05; Am. Ord. 2009-18, passed 12-1-09, adopted by electorate 3-9-10; Am. Ord. 2015-22, adopted by electorate 3-15-16)

RESOLUTION 2024-43

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING THE APPOINTMENT OF JOHN M. KOULIANOS AS VICE-MAYOR OF THE CITY OF TARPON SPRINGS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 10 of the City Charter requires the Board of Commissioners to designate, by Resolution, one of its members as Vice-Mayor, and;

WHEREAS, the Board of Commissioners at their Regular Session on October 1, 2024, waived the rules in the Rules of Procedure of the Board of Commissioners, Article I – Generally, Section 2 – Appointment of Vice Mayor; Presiding Member in Case of Absences, adopted through Resolution 2023-25, due to the resignation of the Vice Mayor. The Board of Commissioners noted that the selection of the Vice Mayor shall be made by motion and then ratified by resolution to serve until April 1, 2025, as such until the appointment of a successor Vice-Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are true and correct and adopted hereby as findings, purpose and intent of the City Commission.

SECTION 2. Commissioner John M. Koulianos is hereby designated as Vice-Mayor of the City of Tarpon Springs and shall be entitled to all the rights and privileges thereunto appertaining, commencing from October 1, 2024, through April 1, 2025, to serve as such until an appointment of a successor Vice-Mayor.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.



City of Tarpon Springs, Florida

324 E. PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

MEMORANDUM

October 15, 2024

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS
FROM: RON HARRING, CPFO, CGFO, FINANCE DIRECTOR
SUBJECT: **RESOLUTION 2024-44**

RECOMMENDATION:

To approve Resolution 2024-44

BACKGROUND:

The City has four authorized signatories on negotiable instruments. Two of the signatures are required on any negotiable instrument, the Mayor, or in his absence the Vice Mayor and the City Manager or in his absence the Finance Director.

A change in the Mayor, Vice Mayor and City Manager positions requires a new resolution be approved.

RESOLUTION 2024-44

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DESIGNATING CERTAIN OFFICIALS AS AUTHORIZED SIGNATORIES ON NEGOTIABLE INSTRUMENTS OF THE CITY OF TARPON SPRINGS.

WHEREAS, the public welfare and protection requires that one elected public official and one appointed public official be signatories on negotiable instruments of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, that:

The Mayor, Panagiotis Koulias, the Vice Mayor, John Koulianos, the City Manager, Charles Rudd, and the Finance Director, Ron Haring, are hereby authorized by the Board of Commissioners to sign negotiable instruments issued by the City of Tarpon Springs, as provided below.

1. Two of the above signatures are required on any negotiable instrument; however, the Mayor, or in his absence, the Vice Mayor; and the City Manager, or in his absence, the Finance Director, are authorized signatories on negotiable instruments issued by the City of Tarpon Springs, and all financial institutions doing business with the City of Tarpon Springs, whether at present or henceforth, have the right to deem such instruments so executed as the authorized act of the City of Tarpon Springs, if such instrument contains two of such signatures regardless of whether such instrument is signed by an original or a facsimile signature of any such official.
2. Resolution 2024-16 is hereby repealed.

RESOLUTION 2024-45

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-04 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 15, 2024; AND RATIFYING EXECUTIVE ORDER 2024-06 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 22, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on September 23, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Helene; and

WHEREAS, City Manager Mark G. LeCouris issued a local State of Emergency on September 24, 2024 due to Hurricane Helene; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-04 extending the declaration of local State of Emergency through October 15, 2024, and Executive Order 2024-06 extending the declaration of local State of Emergency through October 22, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2024-04 and 2024-06.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-04

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective October 8, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 8th day of October 2024, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 8th day of October 2024, and shall be effective until October 15, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 8th day of October, 2024.



Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2024-06

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE HELENE AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-02 on September 24, 2024, due to the threat of Hurricane Helene; and,

WHEREAS, Hurricane Helene had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County has extended a State of Emergency effective October 15, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 15th day of October 2024, that:

Section 1. Hurricane Helene had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 15th day of October 2024, and shall be effective until October 22, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

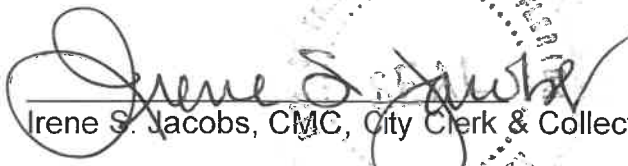
Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 15th day of October, 2024.

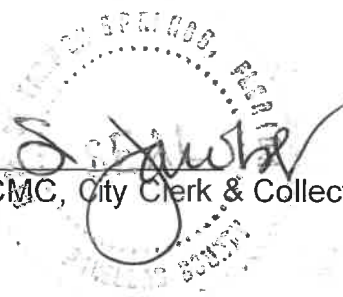


Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector



RESOLUTION 2024-46

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2024-05 AND EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 15, 2024; RATIFYING EXECUTIVE ORDER 2024-07 AND EXTENDING THE DELCARATION OF LOCAL STATE OF EMERGENCY TO OCTOBER 22, 2024; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane Milton (Tropical Storm Milton) posed a serious potential threat to the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused extensive damage to commercial and residential buildings and areas; and

WHEREAS, on October 5, 2024, Governor DeSantis declared a State of Emergency throughout the state due to Hurricane Milton ; and

WHEREAS, City Manager Charles Rudd issued a local State of Emergency on October 8, 2024 due to Hurricane Milton; and

WHEREAS, City Manager Charles Rudd issued Executive Order 2024-05 declared a local State of Emergency on October 8, 2024 through October 15, 2024; and issued Executive Order 2024-07 extending the declaration of local State of Emergency through October 22, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, DULY ASSEMBLED THAT:

Section 1. The Board of Commissioners hereby ratifies Executive Orders 2024-05 and 2024-07.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2024-05

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO TROPICAL STORM MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, Tropical Storm Milton (Hurricane Milton) poses a serious potential threat to the residents and property of Tarpon Springs;

WHEREAS, Tropical Storm Milton has the potential for causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, it is therefore, necessary for the City of Tarpon Springs to take protective measures to ensure the safety of its residents and property; and

WHEREAS, the Governor of the State of Florida has promulgated an Executive Order on October 5, 2024, wherein he found that a State of Emergency exists within the State of Florida, and

WHEREAS, the Board of Commissioners of Pinellas County has declared a State of Emergency effective October 8, 2024, and has authorized County officials to order evacuations should they become necessary; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 8th day of October 2024, that:

Section 1. Tropical Storm Milton poses a serious threat to the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency exists effective the 08th day of October 2024, 2024, and shall be effective until rescinded for all territory within the legal Boundaries of the City of Tarpon Springs, Florida; and

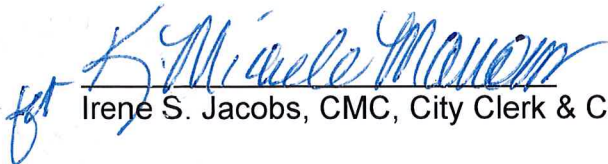
Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 8th day of October 2024.



Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2024-07

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA EXTENDING A STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS DUE TO HURRICANE MILTON AND ITS IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY

WHEREAS, A State of Emergency was declared for the City of Tarpon Springs by Executive Order 2024-05 on October 8, 2024, due to the threat of Hurricane Milton (Tropical Storm Milton); and,

WHEREAS, Hurricane Milton had a serious impact on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Milton caused damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the Board of Commissioners of Pinellas County had declared a State of Emergency effective October 8, 2024; and,

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political sub-division such as the City of Tarpon Springs to declare and extend a State of Local Emergency as necessary in seven (7) day increments allowing the City to waive the procedures and formalities otherwise required of political sub-divisions by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;
2. Entering into contracts;
3. Incurring obligations;
4. Employment of permanent and temporary workers;
5. Utilization of volunteer workers;
6. Rental of equipment;
7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;
8. Appropriation and expenditure of public funds.

WHEREAS, The City Commission of the City of Tarpon Springs duly adopted Ordinance 2005-11 on May 17, 2005, providing for declaration of a state of emergency within the City of Tarpon Springs by Executive Order of the City Manager.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 15th day of October 2024, that:

Section 1. Hurricane Milton had a serious impact on the lives and property of residents of Tarpon Springs, Florida; and

Section 2. The State of Local Emergency shall be extended effective the 15th day of October 2024, and shall be effective until October 22, 2024, or until rescinded for all territory within the legal boundaries of the City of Tarpon Springs, Florida; and

Section 3. The procedures and formalities required by law of a political sub-division are hereby waived as provided in Chapter 252, Florida Statutes.

Dated this 15th day of October, 2024.



Charles Rudd, City Manager

ATTEST:



Irene S. Jacobs, CMC, City Clerk & Collector





Board of Commissioners

Memorandum

Date: October 15, 2024
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2024-38:** Electing to opt out of multi-family housing property tax exemptions allowed for units priced at 80% to 120% of Area Median Income (AMI) under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the “Live Local Property Tax Exemption.” **(Renea Vincent Planning & Zoning Director)**

Recommendation

Approve Resolution 2024-38 to not exempt from ad valorem property taxes, properties that would qualify for such exemption under the Live Local Act. **A two-thirds (super-majority) vote is required to adopt Resolution 2024-38.**

Background

In 2023, the Florida Legislature passed Senate Bill 102, the “Live Local Act” which provides for, among other things, an ad valorem property tax exemption for multifamily rental housing meeting certain renter income requirements. On May 7, 2024, House Bill 7073 (HB7073) was signed into law (highlighted copy attached). This item authorizes eligible local governments to adopt an ordinance or resolution that does not allow the property tax exemption for properties within their jurisdiction, commonly referred to as the “opt-out” provision. The City of Tarpon Springs is eligible for exercising the “opt-out” provision because it is located in the Tampa-St. Petersburg-Clearwater Municipal Service Area (MSA), where the number of available affordable units is currently greater than the number of renter households.

A multifamily project is eligible for the tax exemption if it has more than total 70 units. It can receive an exemption on 75% of the assessed value of the units providing acceptable rental rates to persons/families whose income is between 80% and 120% of the adjusted gross median income (AMI) of the MSA (Section 196.1978(d)1.a., F.S.). The 2023 adjusted median income (AMI) for Pinellas County is \$92,000.

Funding

N/A

Strategic Plan Objective

N/A



MEMORANDUM

To: Board of Commissioners

Through: Charles Rudd, City Manager

From: Renea Vincent, AICP, CPM, Planning and Zoning Director

Date: September 20, 2024

Subject: Live Local Act “Opt-Out” of Tax Exemption; Resolution 2024-38

BACKGROUND:

In 2023, the Florida Legislature passed Senate Bill 102, the “Live Local Act” which provides for, among other things, an ad valorem property tax exemption for multifamily rental housing meeting certain renter income requirements. On May 7, 2024, House Bill 7073 (HB7073) was signed into law (highlighted copy attached). This item authorizes eligible local governments to adopt an ordinance or resolution that does not allow the property tax exemption for properties within their jurisdiction, commonly referred to as the “opt-out” provision. The City of Tarpon Springs is eligible for exercising the “opt-out” provision because it is located in the Tampa-St. Petersburg-Clearwater Municipal Service Area (MSA), where the number of available affordable units is currently greater than the number of renter households.

RECOMMENDATION:

Approve Resolution 2024-38 to **not exempt from ad valorem property taxes**, properties that would qualify for such exemption under the Live Local Act. A two-thirds (super-majority) vote is required to adopt Resolution 2024-38.

LEGISLATION OVERVIEW:

Eligibility:

A **newly constructed** multifamily project that contains more than **70 units** dedicated to housing natural persons or families meeting the **applicable income limits** and **are rented** for the **applicable rental rate limits** (Section 196.1978(3), F.S.).

What is “Newly Constructed”?

Newly constructed projects are those that have had substantial completion of construction within five (5) years prior to the date of an applicant’s submittal for certification of tax exemption status under the Live Local Act (Section 196.1978(3)(a)2, F.S.). Substantial completion means that “the improvement or some self-sufficient unit within [the project]



can be used for the purpose for which it was constructed” The Pinellas County Property Appraiser determines substantial completion for assessment purposes.

How many units can be exempted?

A multifamily project is eligible for the tax exemption if it has more than total 70 units. It can receive an exemption on 75% of the assessed value of the units providing acceptable rental rates to persons/families whose income is between 80% and 120% of the adjusted gross median income (AMI) of the MSA (Section 196.1978(d)1.a., F.S.).

What are the income and rental rate limits?

The 2023 adjusted median income (AMI) for Pinellas County is \$92,000. The table below shows income amounts for households earning 80% AMI and 120% AMI.

%AMI*	INCOME LIMITS					MONTHLY RENT LIMITS		
	Persons Per Household					Bedrooms		
	1	2	3	4	5	1	2	3
80%	\$53,520	\$61,120	\$68,800	\$76,400	\$82,560	\$1,443	\$1,720	\$1,987
120%	\$80,280	\$91,680	\$103,200	\$114,600	\$123,840	\$2,149	\$2,580	\$2,980
"Icaria on Pinellas" Apartment Rates**						\$1,581- \$1,681	\$1,822- \$1,931	\$2,677

*The percentage of the Adjusted Gross Median Income (AMI) for Pinellas County.

**Advertised rates on website as of June 2024.

CURRENT DISPOSITION OF AFFORDABLE HOUSING FOR THE CITY:

Affordable Housing Need & Availability:

The City of Tarpon Springs is located within the Tampa-St. Petersburg-Clearwater MSA. Appendix 4 of the Shimberg Center for Housing Studies 2023 Annual Report (attached) provides a table of affordable and available rental housing units for each region in Florida. The report shows a surplus of affordable rental units available to serve rental households with income between 80% AMI and 120% AMI for the Tampa-St. Petersburg-Clearwater MSA. Median annual adjusted gross income for households within Pinellas County are provided in the table above along with the corresponding monthly rental limits from Florida Housing Finance Commission (FHFC - attached).

The City is currently in the process of updating/adopting its Comprehensive Plan, including an update of housing data and analysis. The draft plan identified a total of 3,380 multi-family units currently existing within the city limits. There is a projected need within the planning horizon (2040), for 239 dwelling units for households earning between 80% and 100% AMI, an increase of only 14% over the 2020 projected need. The analysis also found that the greatest future housing need is for owner-occupied market-rate units. It also found that future housing needs overall in Tarpon Springs can be accommodated through projects already under construction or permitted to begin construction. Therefore, in addition to



qualifying as having adequate availability of affordable housing by virtue of its location in the MSA, Tarpon Springs has identified its ability to serve the needs of those renters within the city limits into 2040.

Local Examples of Potentially Eligible Projects:

- “Icaria on Pinellas” (include in the above table), is a 236-unit apartment complex located at 1185 South Pinellas Avenue. This project is an example of one where substantial completion occurred within the last five years, specifically in 2021, according to the Pinellas County Property Appraisers just/market value of the property. The table shows current advertised rates for available apartments, providing an indication of the current monthly rental rates for new market-rate apartments. As shown in the table, this project may qualify for the tax exemption for rentals that serve 80% - 120% AMI families.*
*(The calculated monthly rental rate must include all fees and charges – these have not been identified/determined for the Icaria on Pinellas property).

- “Anclote Harbor Apartments.” (approved, but not yet constructed) is a 404-unit apartment project that includes 205 one-bedroom and 159 two-bedroom units, which may be marketed at rates qualifying for the exemption.

ADOPTION AND ADMINISTRATION PROCEDURES:

- The resolution has been advertised in accordance with the requirements of the statute.
- The resolution must be passed by a super-majority vote of the Board of Commissioners and transmitted to the Pinellas County Property Appraiser for implementation.
- The resolution will take effect on January 1, 2025 and would apply to the 2025 tax year.
- The resolution will expire on January 1, 2026. The Board of Commissioners may renew the resolution prior to that date if it wishes to exercise the “opt-out” provision for the 2026 tax year. At the Board’s direction, staff will plan to provide a renewed draft resolution for the Board’s consideration in the fourth quarter of 2025.

Attachments

- Resolution 2024-38
- HB7073 with highlights.
- Shimberg Center for Housing Studies 2023 Annual Report Appendix 4.
- Florida Housing Finance Corporation 2024 Income Limits and Rent Limits for Pinellas County.
- Legal advertisement.

RESOLUTION NO. 2024-38

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a, FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION.”; PROVIDING FOR FINDINGS; PROVIDING FOR SCRIVENER’S ERROR; AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Pinellas County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Local Act Property Tax Exemption; and,

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, allows certain eligible taxing authorities not to exempt property that is eligible for exemption under the Live Local Act Property Tax Exemption; and,

WHEREAS, properties eligible for the Live Local Act Property Tax Exemption include multifamily residential projects that are used to house natural persons or families whose annual household income is between 80 percent and 120 percent of the median annual adjusted gross income (“AGI”) for households within the county in which the person or family resides (80 to 120 Tax Exemption) if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (“Shimberg Annual Report”), identifies that the number of affordable and available units in the metropolitan statistical area is greater than the number of renter households in the metropolitan statistical area for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and,

WHEREAS, the Tarpon Springs Board of Commissioners hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units within the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area in which Pinellas County and the City of Tarpon Springs are located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and,

WHEREAS, the City’s updated data and analysis completed in support of the proposed 2040 Comprehensive Plan, further shows that the housing needs for 80 percent to 120 percent AGI households are projected to be met within the 2040 planning horizon within the municipal limits of the City; and,

WHEREAS, the Tarpon Springs Board of Commissioners hereby finds that the City of Tarpon Springs (“Tarpon Springs”) is a taxing authority that is

eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows Tarpon Springs to not exempt properties that would otherwise qualify for the 80 to 120 Exemption.; and,

WHEREAS, written legal notice of this action has been provided in accordance with Section 50.011(1), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: ELECTION NOT TO EXEMPT PROPERTIES ELIGIBLE FOR THE 80 TO 120 TAX EXEMPTION

The City of Tarpon Springs hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption set forth in Section 196.1978(3)(d)1.a, Florida Statutes, pursuant to the authority provided in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Pinellas County Property Appraiser not grant any such exemptions.

SECTION 2: APPLICABILITY

This resolution applies to all ad valorem property tax levies imposed by the City of Tarpon Springs as administered by the Pinellas County Property Appraiser. A copy of this resolution shall be provided to the Pinellas County Property Appraiser upon adoption, but no later than January 1, 2025.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective on January 1, 2025, in the manner provided by law. This Resolution shall expire on January 1, 2026. This Resolution may be renewed prior to January 1, 2026, pursuant to Section 196.1978(3)(o), Florida Statutes.

CHAPTER 2024-158

Committee Substitute for House Bill No. 7073

An act relating to taxation; amending s. 192.001, F.S.; revising the definition of the term “tangible personal property”; providing retroactive applicability; amending s. 192.0105, F.S.; providing that a taxpayer has a right to know certain information regarding property determined not to have been entitled to a homestead exemption; amending s. 193.155, F.S.; extending the timeframe for changes, additions, or improvements following damage or destruction of a homestead to commence for certain assessment requirements to apply; requiring property appraisers to include certain information with notices of tax liens; providing that back taxes apply only under certain circumstances; amending s. 193.624, F.S.; revising the definition of the term “renewable energy source device”; providing applicability; amending s. 193.703, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 194.037, F.S.; revising obsolete provisions; amending s. 196.011, F.S.; requiring that specified persons or entities be given a specified timeframe to pay certain taxes prior to a lien being filed; prohibiting the taxpayer from being assessed certain penalties or interest under certain circumstances; providing that back taxes apply only under certain circumstances; amending s. 196.031, F.S.; extending the timeframe before a property owner’s failure to commence repair or rebuilding of homestead property constitutes abandonment; amending s. 196.075, F.S.; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that such lien is subject to certain provisions; providing that back taxes apply only under certain circumstances; amending s. 196.161, F.S.; requiring property appraisers to include certain information with notices of tax liens; requiring that the owner be given a specified timeframe to pay certain taxes, penalties, and interest prior to a lien being filed; providing that back taxes apply only under certain circumstances amending s. 196.1978, F.S.; revising the definition of the term “newly constructed”; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to exempt certain units from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; revising requirements for property owners seeking a certification notice from the Florida Housing Finance Corporation; providing that a certain determination by the corporation does not constitute an exemption; revising eligibility;

conforming provisions to changes made by the act; amending s. 196.1979, F.S.; revising the value to which a certain ad valorem property tax exemption applies; revising a condition of eligibility for vacant residential units to qualify for a certain ad valorem property tax exemption; making technical changes; revising the deadline for an application for exemption; revising deadlines by which boards and governing bodies must deliver to or notify the department of the adoption, repeal, or expiration of certain ordinances; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; authorizing property appraisers to grant exemptions only under certain conditions; providing the method for determining the value of a unit for certain purposes; providing for retroactive applicability; amending s. 196.1978, F.S.; authorizing a taxing authority, beginning at a specified time, to elect not to exempt certain property upon adoption of an ordinance or a resolution; specifying requirements and limitations for the ordinance or resolution; providing applicability; specifying duties of the taxing authority; authorizing certain property owners to continue to receive an exemption under certain circumstances; providing applicability; providing an exemption from ad valorem property tax for property in a multifamily project if certain conditions are met; specifying requirements for eligibility and applications; requiring property appraisers to review certain applications and make certain determinations; authorizing property appraisers to request and review additional information; requiring property appraisers to grant exemptions under certain condition; providing the method for determining the value of portions of property for certain purposes; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; providing applicability; amending s. 201.08, F.S.; providing applicability; defining the term “principal limit”; requiring that certain taxes be calculated based on the principal limit at a specified event; providing retroactive operation; providing construction; amending s. 201.21, F.S.; exempting all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations, for specified purposes, from documentary stamp taxes in connection with the sale of alarm systems; providing for future repeal of amendments, unless saved from repeal by the Legislature through reenactment by the Legislature; providing for effect of amendments by other provisions; amending s. 206.9931, F.S.; deleting a registration fee for certain parties; amending s. 206.9955, F.S.; revising the rates of certain taxes on natural gas fuel for a specified timeframe; reenacting s. 206.996(1) and (4), F.S., relating to monthly reports by natural gas fuel retailers and deductions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; reenacting s. 206.997, F.S., relating to state and local alternative fuel user fee clearing trust funds and distributions, to incorporate the amendment made to s. 206.9955, F.S., in references thereto; creating s. 211.0254, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing construction; providing applicability;

amending s. 212.0306, F.S.; revising the necessary vote in a referendum for the levy of a certain local option food and beverage tax; amending s. 212.05, F.S.; making technical changes; specifying the application of an exemption for sales tax for certain purchasers of boats and aircraft; providing a sales tax exemption for certain leases and rentals; amending s. 212.054, F.S.; specifying that certain purchases are considered a single item for purposes of discretionary sales surtax; specifying that certain property sales are deemed to occur in the county where the purchaser resides, as identified on specified documents; providing applicability; defining the term “final adjudication”; providing for the transfer and disposition of discretionary sales surtaxes under certain circumstances; providing for the suspension of discretionary sales surtaxes under certain circumstances; authorizing certain persons to file a claim for a refund of discretionary sale surtaxes; providing for future expiration; amending s. 212.055, F.S.; deleting a restriction on counties authorized to levy an indigent care and trauma center surtax; requiring approval of certain taxes in a referendum; amending s. 212.11, F.S.; authorizing an automatic extension for filing returns and remitting sales and use tax when specified states of emergency are declared; providing construction; creating s. 212.1835, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; authorizing certain expenses and payments to count toward the tax due; providing construction; providing applicability; requiring electronic filing of returns and payment of taxes; amending s. 212.20, F.S.; deleting the future repeal of provisions related to annual distributions to the Florida Agricultural Promotional Campaign Trust Fund; amending s. 213.21, F.S.; authorizing the department to consider requests to settle or compromise certain liabilities after certain time periods have expired, in certain circumstances; providing a limitation; providing that certain department decisions are not subject to review; amending s. 213.67, F.S.; authorizing certain parties to include additional specified amounts in a garnishment levy notice; revising methods for delivery of levy notices; amending s. 220.02, F.S.; revising the order in which credits may be taken to include a specified credit; amending s. 220.03, F.S.; revising the date of adoption of the Internal Revenue Code and other federal income tax statutes for purposes of the state corporate income tax; providing retroactive operation; amending s. 220.19, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; revising obsolete provisions; authorizing certain taxpayers to use the credit in a specified manner; providing applicability; amending s. 220.1915, F.S.; revising the definitions of the terms “qualifying expenditures” and “qualifying railroad”; revising a limitation on the amount of the credit for qualified railroad construction or replacement expenditures; requiring the Department of Transportation to certify and provide certain information to the department by a specified date; revising application requirements for the credit for qualified railroad reconstruction or replacement expenditures; revising requirements for the department related to the issuance of a certain letter; conforming provisions to changes made by the act; revising conditions for carry-forward and transfer of such credit; creating s. 220.1992, F.S.; defining the

terms “qualified employee” and “qualified taxpayer”; establishing a credit against specified taxes for taxpayers that employ specified individuals; specifying the amount of such tax credit; authorizing the department to adopt rules governing the manner and form of the application for such tax credit; specifying requirements for such form; requiring the department to approve the tax credit prior to the taxpayer taking the credit; requiring the department to approve the tax credits in a specified manner; requiring the department to notify the taxpayer in a specified manner if the department determines an application is incomplete; providing that such taxpayer has a specified timeframe to correct any deficiency; providing that certain applications are deemed complete on a specified date; prohibiting taxpayers from claiming a tax credit of more than a specified amount; authorizing the carryforward of credits in a specified manner; providing the maximum amount of credit that may be granted during specified fiscal years; authorizing the department to consult with specified entities for a certain purpose; amending s. 220.222, F.S.; providing an automatic extension for the due date for a specified return in certain circumstances; amending s. 374.986, F.S.; revising obsolete provisions; creating s. 402.261, F.S.; defining terms; authorizing certain taxpayers to receive tax credits for certain actions; providing requirements for such credits; specifying the maximum tax credit that may be granted for a specified timeframe; authorizing tax credits be carried forward; requiring repayment of tax credits under certain conditions and using a specified formula; requiring certain taxpayers to file specified returns and reports; requiring that certain funds be distributed; requiring taxpayers to submit applications beginning on a specified date to receive tax credits; requiring the application to include certain information; requiring the Department of Revenue to approve tax credits in a specified manner; prohibiting the transfer of a tax credit; providing an exception; requiring the department to approve certain transfers; requiring a specified approval before the transfer of certain credits; authorizing credits to be rescinded during a specified time period; requiring specified approval before certain credits may be rescinded; requiring rescinded credits to be made available for use in a specified manner; requiring the department to provide specified letters in a certain time period with certain information; authorizing the department to adopt rules; amending s. 402.62, F.S.; revising the requirements for the Department of Children and Families in designating eligible charitable organizations; increasing the Strong Families Tax Credit cap; specifying when applications may be submitted to the Department of Revenue; amending s. 413.4021, F.S.; increasing the distribution for a specified program; amending s. 561.121, F.S.; providing for a specified distribution to specified entities of funds collected from certain excise taxes on alcoholic beverages and license fees on vendors; prohibiting such distribution from exceeding a certain amount; providing for the uses of such funds; prohibiting the use of such moneys for securing bonds; providing for future repeal; creating s. 561.1214, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation on such credits; providing applicability; providing construction; reenacting s. 571.26, F.S., relating to the Florida

Agricultural Promotional Campaign Trust Fund; repealing s. 41 of chapter 2023-157, Laws of Florida, which provides for the expiration and reversion of a specified provision of law; amending s. 571.265, F.S.; deleting the future repeal of provisions related to the promotion of Florida thoroughbred breeding and of thoroughbred racing; amending s. 624.509, F.S.; revising the order in which certain credits and deductions may be taken to incorporate changes made by the act; amending s. 624.5107, F.S.; authorizing the use of credits against certain taxes beginning on a specified date; providing a limitation; providing construction; providing applicability; providing for retroactive application; creating s. 624.5108, F.S.; requiring insurers to deduct specified amounts from the premiums for certain policies; defining the term “flood”; providing applicability; requiring the deductions amount to be separately stated; providing reporting requirements; providing that such deductions do not reduce insurers’ direct written premiums; providing for a credit for a specified timeframe against insurance premium tax for insurers in a specified amount; exempting insurers claiming such credit from retaliatory tax; providing construction; requiring the department to refund unused credit under a certain circumstance; requiring certain insurers to include certain information with their quarterly and annual statements; requiring the office to include certain information in certain reports; authorizing the department to perform necessary audits and investigations; requiring the Office of Insurance Regulation to provide technical assistance; requiring the office to examine certain information and take corrective measures; authorizing the department and the office to adopt emergency rules; providing for future repeal; exempting from sales and use tax specified disaster preparedness supplies during specified timeframes; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax admissions to certain events, performances, and facilities, certain season tickets, and the retail sale of certain boating and water activity, camping, fishing, general outdoor, residential pool supplies and electric scooters during specified timeframes; defining terms; providing applicability; authorizing the department to adopt emergency rules; exempting from sales and use tax the retail sale of certain clothing, wallets, bags, school supplies, learning aids and jigsaw puzzles, and personal computers and personal computer-related accessories during a specified timeframe; defining terms; providing applicability; authorizing certain dealers to opt out of participating in the tax holiday, subject to certain requirements; authorizing the department to adopt emergency rules; exempting from the sales and use tax the retail sale of certain tools during a specified timeframe; providing applicability; authorizing the department to adopt emergency rules; authorizing the department to adopt emergency rules for specified provisions; providing for future expiration; providing an appropriation to offset certain reductions in ad valorem tax revenue; authorizing affected fiscally constrained counties to apply for appropriated funds; specifying application requirements; authorizing the department to adopt emergency rules; providing for future repeal; providing an appropriation; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective upon this act becoming a law, paragraph (d) of subsection (11) of section 192.001, Florida Statutes, is amended to read:

192.001 Definitions.—All definitions set out in chapters 1 and 200 that are applicable to this chapter are included herein. In addition, the following definitions shall apply in the imposition of ad valorem taxes:

(11) “Personal property,” for the purposes of ad valorem taxation, shall be divided into four categories as follows:

(d) “Tangible personal property” means all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself. “Construction work in progress” consists of those items of tangible personal property commonly known as fixtures, machinery, and equipment when in the process of being installed in new or expanded improvements to real property and whose value is materially enhanced upon connection or use with a preexisting, taxable, operational system or facility. Construction work in progress shall be deemed substantially completed when connected with the preexisting, taxable, operational system or facility. For the purposes of tangible personal property constructed or installed by an electric utility, construction work in progress shall be deemed substantially completed upon the earlier of when all permits or approvals required for commercial operation have been received or approved, or 1 year after the construction work in progress has been connected with the preexisting, taxable, operational system or facility. Inventory and household goods are expressly excluded from this definition.

Section 2. (1) The amendment made by this act to s. 192.001, Florida Statutes, applies retroactively beginning with the 2024 property tax roll.

(2) This section shall take effect upon becoming a law.

Section 3. Paragraph (g) of subsection (1) of section 192.0105, Florida Statutes, is amended to read:

192.0105 Taxpayer rights.—There is created a Florida Taxpayer’s Bill of Rights for property taxes and assessments to guarantee that the rights, privacy, and property of the taxpayers of this state are adequately safeguarded and protected during tax levy, assessment, collection, and enforcement processes administered under the revenue laws of this state. The Taxpayer’s Bill of Rights compiles, in one document, brief but comprehensive statements that summarize the rights and obligations of the property appraisers, tax collectors, clerks of the court, local governing boards, the Department of Revenue, and taxpayers. Additional rights afforded to payors of taxes and assessments imposed under the revenue laws of this state are provided in s. 213.015. The rights afforded taxpayers to

assure that their privacy and property are safeguarded and protected during tax levy, assessment, and collection are available only insofar as they are implemented in other parts of the Florida Statutes or rules of the Department of Revenue. The rights so guaranteed to state taxpayers in the Florida Statutes and the departmental rules include:

(1) THE RIGHT TO KNOW.—

(g) The right, on property determined not to have been entitled to homestead exemption in a prior year, to notice of intent from the property appraiser to record notice of tax lien, information regarding why the taxpayer was not entitled to the exemption and how tax, penalties, and interest are calculated, and the right to pay tax, penalty, and interest before a tax lien is recorded for any prior year (see s. 196.161(1)(b)).

Notwithstanding the right to information contained in this subsection, under s. 197.122 property owners are held to know that property taxes are due and payable annually and are charged with a duty to ascertain the amount of current and delinquent taxes and obtain the necessary information from the applicable governmental officials.

Section 4. Paragraph (b) of subsection (4) and subsection (10) of section 193.155, Florida Statutes, are amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 110 percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 1,500 square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 110 percent of the square footage of the homestead

property before the damage or destruction or of that portion exceeding 1,500 square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 3 years after the January 1 following the damage or destruction of the homestead.

(10)(a) If the property appraiser determines that for any year or years within the prior 10 years a person who was not entitled to the homestead property assessment limitation granted under this section was granted the homestead property assessment limitation, the property appraiser making such determination shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes, penalties, and interest are due, and the manner in which unpaid taxes, penalties, and interest have been calculated. Such property that is situated in this state is subject to the unpaid taxes, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. However, when a person entitled to exemption pursuant to s. 196.031 inadvertently receives the limitation pursuant to this section following a change of ownership, the assessment of such property must be corrected as provided in paragraph (9)(a), and the person need not pay the unpaid taxes, penalties, or interest. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes and any applicable penalties and interest.

(b) If the property appraiser improperly grants the property assessment limitation as a result of a clerical mistake or an omission, the person or entity improperly receiving the property assessment limitation may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the limitation as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the limitation as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5

years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 5. Subsection (1) of section 193.624, Florida Statutes, is amended to read:

193.624 Assessment of renewable energy source devices.—

(1) As used in this section, the term “renewable energy source device” means any of the following equipment that collects, transmits, stores, or uses solar energy, wind energy, or energy derived from geothermal deposits or biogas, as defined in s. 366.91:

- (a) Solar energy collectors, photovoltaic modules, and inverters.
- (b) Storage tanks and other storage systems, excluding swimming pools used as storage tanks.
- (c) Rockbeds.
- (d) Thermostats and other control devices.
- (e) Heat exchange devices.
- (f) Pumps and fans.
- (g) Roof ponds.
- (h) Freestanding thermal containers.
- (i) Pipes, ducts, wiring, structural supports, refrigerant handling systems, and other components used as integral parts of such systems; however, such equipment does not include conventional backup systems of any type or any equipment or structure that would be required in the absence of the renewable energy source device.
- (j) Windmills and wind turbines.
- (k) Wind-driven generators.

(l) Power conditioning and storage devices that store or use solar energy, wind energy, or energy derived from geothermal deposits to generate electricity or mechanical forms of energy.

(m) Pipes and other equipment used to transmit hot geothermal water to a dwelling or structure from a geothermal deposit.

(n) Pipes, equipment, structural facilities, structural support, and any other machinery integral to the interconnection, production, storage, compression, transportation, processing, collection, and conversion of biogas from landfill waste; livestock farm waste, including manure; food waste; or treated wastewater into renewable natural gas as defined in s. 366.91.

The term does not include equipment that is on the distribution or transmission side of the point at which a renewable energy source device is interconnected to an electric utility's distribution grid or transmission lines or a natural gas pipeline or distribution system.

Section 6. The amendment made by this act to s. 193.624, Florida Statutes, first applies to the 2025 property tax roll.

Section 7. Subsection (7) of section 193.703, Florida Statutes, is amended to read:

193.703 Reduction in assessment for living quarters of parents or grandparents.—

(7)(a) If the property appraiser determines that for any year within the previous 10 years a property owner who was not entitled to a reduction in assessed value under this section was granted such reduction, the property appraiser shall serve on the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by that person and is situated in this state is subject to the taxes exempted by the improper reduction, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

(b)1. However, If a reduction is improperly granted due to a clerical mistake or omission by the property appraiser, the person who improperly received the reduction may not be assessed a penalty or interest. Back taxes shall apply only as follows:

a. If the person who received the reduction in assessed value as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the reduction in assessed value before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the reduction in assessed value as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the limitation before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

2. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph 1.b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such lien is subject to s. 196.161(3).

Section 8. Paragraph (f) of subsection (1) of section 194.037, Florida Statutes, is amended to read:

194.037 Disclosure of tax impact.—

(1) After hearing all petitions, complaints, appeals, and disputes, the clerk shall make public notice of the findings and results of the board as provided in chapter 50. If published in the print edition of a newspaper, the notice must be in at least a quarter-page size advertisement of a standard size or tabloid size newspaper, and the headline shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper in the county. The newspaper selected shall be one of general interest and readership in the community pursuant to chapter 50. For all advertisements published pursuant to this section, the headline shall read: TAX IMPACT OF VALUE ADJUSTMENT BOARD. The public notice shall list the members of the value adjustment board and the taxing authorities to which they are elected. The form shall show, in columnar form, for each of the property classes listed under subsection (2), the following information, with appropriate column totals:

(f) In the sixth column, the net change in taxable value from the property appraiser's assessor's initial roll which results from board decisions.

Section 9. Present paragraphs (b) through (e) of subsection (9) of section 196.011, Florida Statutes, are redesignated as paragraphs (c) through (f), respectively, a new paragraph (b) is added to that subsection, and paragraph (a) of that subsection is amended, to read:

196.011 Annual application required for exemption.—

(9)(a) A county may, at the request of the property appraiser and by a majority vote of its governing body, waive the requirement that an annual application or statement be made for exemption of property within the county after an initial application is made and the exemption granted. The waiver under this subsection of the annual application or statement requirement applies to all exemptions under this chapter except the exemption under s. 196.1995. Notwithstanding such waiver, refile of an application or statement shall be required when any property granted an exemption is sold or otherwise disposed of, when the ownership changes in any manner, when the applicant for homestead exemption ceases to use the property as his or her homestead, or when the status of the owner changes so as to change the exempt status of the property. In its deliberations on whether to waive the annual application or statement requirement, the governing body shall consider the possibility of fraudulent exemption claims which may occur due to the waiver of the annual application requirement. The owner of any property granted an exemption who is not required to file an annual application or statement shall notify the property appraiser promptly whenever the use of the property or the status or condition of the owner changes so as to change the exempt status of the property. If any property owner fails to so notify the property appraiser and the property appraiser determines that for any year within the prior 10 years the owner was not entitled to receive such exemption, the owner of the property is subject to the taxes exempted as a result of such failure plus 15 percent interest per annum and a penalty of 50 percent of the taxes exempted. Except for homestead exemptions controlled by s. 196.161, the property appraiser making such determination shall record in the public records of the county a notice of tax lien against any property owned by that person or entity in the county, and such property must be identified in the notice of tax lien. Except as provided in paragraph (b), such property is subject to the payment of all taxes and penalties. Such lien when filed shall attach to any property, identified in the notice of tax lien, owned by the person who illegally or improperly received the exemption. If such person no longer owns property in that county but owns property in some other county or counties in the state, the property appraiser shall record a notice of tax lien in such other county or counties, identifying the property owned by such person or entity in such county or counties, and it shall become a lien against such property in such county or counties. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

(b) If a homestead exemption is granted as a result of a clerical mistake or omission by the property appraiser, the taxpayer may not be assessed a penalty or interest. Back taxes shall apply only as follows:

1. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before a lien may be filed, the person or entity so notified must be given 30 days to pay the taxes.

Section 10. Subsection (7) of section 196.031, Florida Statutes, is amended to read:

196.031 Exemption of homesteads.—

(7) When homestead property is damaged or destroyed by misfortune or calamity and the property is uninhabitable on January 1 after the damage or destruction occurs, the homestead exemption may be granted if the property is otherwise qualified and if the property owner notifies the property appraiser that he or she intends to repair or rebuild the property and live in the property as his or her primary residence after the property is repaired or rebuilt and does not claim a homestead exemption on any other property or otherwise violate this section. Failure by the property owner to commence the repair or rebuilding of the homestead property within 5 ~~3~~ years after January 1 following the property's damage or destruction constitutes abandonment of the property as a homestead. After the 5-year ~~3-year~~ period, the expiration, lapse, nonrenewal, or revocation of a building permit issued to the property owner for such repairs or rebuilding also constitutes abandonment of the property as homestead.

Section 11. Subsection (9) of section 196.075, Florida Statutes, is amended to read:

196.075 Additional homestead exemption for persons 65 and older.—

(9)(a) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the

taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

(b) However, If the additional homestead such an exemption under this section is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Back taxes shall apply only as follows:

1. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

2. If the person who received the additional homestead exemption under this section as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

3. The property appraiser shall serve upon an owner that owes back taxes under subparagraph 2. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. 196.161(3).

Section 12. Paragraph (b) of subsection (1) of section 196.161, Florida Statutes, is amended to read:

196.161 Homestead exemptions; lien imposed on property of person claiming exemption although not a permanent resident.—

(1)

(b)1. In addition, upon determination by the property appraiser that for any year or years within the prior 10 years a person who was not entitled to a homestead exemption was granted a homestead exemption from ad valorem taxes, it shall be the duty of the property appraiser making such

determination to serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property shall be identified in the notice of tax lien. The property appraiser must include with such notice served upon the owner information explaining why the owner is not entitled to the homestead exemption; for which years unpaid taxes, penalties, and interest are due; and how unpaid taxes, penalties, and interest have been calculated. Such property which is situated in this state shall be subject to the taxes exempted thereby, plus a penalty of 50 percent of the unpaid taxes for each year and 15 percent interest per annum. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest.

2. However, If a homestead exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the person improperly receiving the exemption shall not be assessed penalty and interest. Before any such lien may be filed, the owner so notified must be given 30 days to pay the taxes, penalties, and interest. Back taxes shall apply only as follows:

a. If the person who received the homestead exemption as a result of a clerical mistake or omission voluntarily discloses to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, no back taxes shall be due.

b. If the person who received the homestead exemption as a result of a clerical mistake or omission does not voluntarily disclose to the property appraiser that he or she was not entitled to the homestead exemption before the property appraiser notifies the owner of the mistake or omission, back taxes shall be due for any year or years that the owner was not entitled to the limitation within the 5 years before the property appraiser notified the owner of the mistake or omission.

c. The property appraiser shall serve upon an owner that owes back taxes under sub-subparagraph b. a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and such property must be identified in the notice of tax lien. The property appraiser must include with such notice information explaining why the owner is not entitled to the limitation, the years for which unpaid taxes are due, and the manner in which unpaid taxes have been calculated.

Section 13. Effective upon becoming a law, subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(3)(a) As used in this subsection, the term:

1. “Corporation” means the Florida Housing Finance Corporation.

2. “Newly constructed” means an improvement to real property which was substantially completed within 5 years before the date of an applicant’s first submission of a request for a certification notice or an application for an exemption pursuant to this subsection ~~section, whichever is earlier.~~

3. “Substantially completed” has the same meaning as in s. 192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions meet all of the following conditions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d).;

2.a. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); or

b. Are within a newly constructed multifamily project in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, which contains more than 10 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d). and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (1) ~~(m)~~, whichever is less.

(c) If a unit that in the previous year received ~~qualified for~~ the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~Qualified property~~ used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within

the county in which the person or family resides; ~~and, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.2. From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

(e) To be eligible to receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice and which the property appraiser determines is entitled to an exemption.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (1) (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c), the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for a certification notice and certify whether a property that meets the eligibility criteria of paragraphs (b) and (c) this subsection. A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for a certification notice. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(j)(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(k)(l) Property receiving an exemption pursuant to s. 196.1979 or units used as a transient public lodging establishment as defined in s. 509.013 are is not eligible for this exemption.

(l)(m) A rental market study submitted as required by subparagraph (f) 1. paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable property

within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

~~(m)(n)~~ The corporation may adopt rules to implement this section.

~~(n)(e)~~ This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 14. Effective upon becoming a law, present subsections (6) and (7) of section 196.1979, Florida Statutes, are redesignated as subsections (8) and (9), respectively, new subsections (6) and (7) are added to that section, and paragraph (b) of subsection (1), subsection (2), paragraphs (d), (f), and (l) of subsection (3), and subsection (5) of that section are amended, to read:

196.1979 County and municipal affordable housing property exemption.

(1)

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value of each residential unit used to provide affordable housing if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(2) If a residential unit that in the previous year received ~~qualified for~~ the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the application for certification exemption, it must notify the applicant and include reasons for the denial.

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of

qualified property, to the property appraiser no later than the deadline specified in s. 196.011 March 1.

(1) Require the county or municipality to post on its website a list of certified properties receiving the exemption for the purpose of facilitating access to affordable housing.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption, but no later than January 1 of the year such exemption will take effect. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 15. (1) The amendments made to s. 196.1978, Florida Statutes, by section 13 of this act and s. 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 16. Paragraph (o) is added to subsection (3) of section 196.1978, Florida Statutes, as amended by this act, and subsection (4) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(3)

(o)1. Beginning with the 2025 tax roll, a taxing authority may elect, upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property under sub-subparagraph (d)1.a.

located in a county specified pursuant to subparagraph 2., subject to the conditions of this paragraph.

2. A taxing authority must make a finding in the ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled “0-120 percent AMI.”

3. An election made pursuant to this paragraph may apply only to the ad valorem property tax levies imposed within a county specified pursuant to subparagraph 2. by the taxing authority making the election.

4. The ordinance or resolution must take effect on the January 1 immediately succeeding adoption and shall expire on the second January 1 after the January 1 in which the ordinance or resolution takes effect. The ordinance or resolution may be renewed prior to its expiration pursuant to this paragraph.

5. The taxing authority proposing to make an election under this paragraph must advertise the ordinance or resolution or renewal thereof pursuant to the requirements of s. 50.011(1) prior to adoption.

6. The taxing authority must provide to the property appraiser the adopted ordinance or resolution or renewal thereof by the effective date of the ordinance or resolution or renewal thereof.

7. Notwithstanding an ordinance or resolution or renewal thereof adopted pursuant to this paragraph, a property owner of a multifamily project who was granted an exemption pursuant to sub-subparagraph (d)1.a. before the adoption or renewal of such ordinance or resolution may continue to receive such exemption for each subsequent consecutive year that the property owner applies for and is granted the exemption.

(4)(a) Notwithstanding ss. 196.195 and 196.196, property in a multifamily project that meets the requirements of this subsection is considered property used for a charitable purpose and is exempt from ad valorem tax beginning with the January 1 assessment immediately succeeding the date the property was placed in service allowing the property to be used as an affordable housing property that provides housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

(b) The multifamily project must:

1. Be composed of an improvement to land where an improvement did not previously exist or the construction of a new improvement where an old improvement was removed, which was substantially completed within 2

years before the first submission of an application for exemption under this subsection. For purposes of this subsection, the term “substantially completed” has the same definition as in s. 192.042(1).

2. Contain more than 70 units that are used to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

3. Be subject to a land use restriction agreement with the Florida Housing Finance Corporation recorded in the official records of the county in which the property is located that requires that the property be used for 99 years to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004. The agreement must include a provision for a penalty for ceasing to provide affordable housing under the agreement before the end of the agreement term that is equal to 100 percent of the total amount financed by the corporation multiplied by each year remaining in the agreement. The agreement may be terminated or modified without penalty if the exemption under this subsection is repealed.

The property is no longer eligible for this exemption if the property no longer serves extremely-low-income, very-low-income, low-income persons pursuant to the recorded agreement.

(c) To be eligible to receive the exemption under this subsection, the property owner must submit an application to the property appraiser by March 1. The property appraiser shall review the application and determine whether the applicant meets all of the requirements of this subsection and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination.

(d)1. The property appraiser shall apply the exemption to those portions of the affordable housing property that provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 before certifying the tax roll to the tax collector.

2. When determining the value of the portion of property used to provide affordable housing for purposes of applying an exemption pursuant to this subsection, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such portion of property.

(e) If the property appraiser determines that for any year a person who was not entitled to an exemption under this subsection was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper

exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(f) Property receiving an exemption pursuant to subsection (3) or s. 196.1979 is not eligible for this exemption.

(g) This subsection first applies to the 2026 tax roll.

Section 17. The amendments made by this act to ss. 193.155, 193.703, 196.011, 196.031, 196.075, and 196.161, Florida Statutes, first apply beginning with the 2025 property tax roll.

Section 18. Present subsections (6), (7), and (8) of section 201.08, Florida Statutes, are redesignated as subsections (7), (8), and (9), respectively, a new subsection (6) is added to that section, and paragraph (b) of subsection (1) of that section is republished, to read:

201.08 Tax on promissory or nonnegotiable notes, written obligations to pay money, or assignments of wages or other compensation; exception.—

(1)

(b) On mortgages, trust deeds, security agreements, or other evidences of indebtedness filed or recorded in this state, and for each renewal of the same, the tax shall be 35 cents on each \$100 or fraction thereof of the indebtedness or obligation evidenced thereby. Mortgages, including, but not limited to, mortgages executed without the state and recorded in the state, which incorporate the certificate of indebtedness, not otherwise shown in separate instruments, are subject to the same tax at the same rate. When there is both a mortgage, trust deed, or security agreement and a note, certificate of indebtedness, or obligation, the tax shall be paid on the mortgage, trust deed, or security agreement at the time of recordation. A notation shall be made on the note, certificate of indebtedness, or obligation that the tax has been paid on the mortgage, trust deed, or security agreement. If a mortgage, trust deed, security agreement, or other evidence of indebtedness is subsequently filed or recorded in this state to evidence an indebtedness or obligation upon which tax was paid under paragraph (a) or subsection (2), tax shall be paid on the mortgage, trust deed, security agreement, or other evidence of indebtedness on the amount of the indebtedness or obligation evidenced which exceeds the aggregate amount upon which tax was previously paid under this paragraph and under paragraph (a) or subsection (2). If the mortgage, trust deed, security agreement, or other evidence of indebtedness subject to the tax levied by this section secures future advances, as provided in s. 697.04, the tax shall be paid at the time of recordation on the initial debt or obligation secured, excluding future advances; at the time and so often as any future advance is made, the tax shall be paid on all sums then advanced regardless of where such advance is

made. Notwithstanding the aforesated general rule, any increase in the amount of original indebtedness caused by interest accruing under an adjustable rate note or mortgage having an initial interest rate adjustment interval of not less than 6 months shall be taxable as a future advance only to the extent such increase is a computable sum certain when the document is executed. Failure to pay the tax shall not affect the lien for any such future advance given by s. 697.04, but any person who fails or refuses to pay such tax due by him or her is guilty of a misdemeanor of the first degree. The mortgage, trust deed, or other instrument shall not be enforceable in any court of this state as to any such advance unless and until the tax due thereon upon each advance that may have been made thereunder has been paid.

(6) For a home equity conversion mortgage as defined in 12 C.F.R. s. 1026.33(a), only the principal limit available to the borrower is subject to the tax imposed in this section. The maximum claim amount and the stated mortgage amount are not subject to the tax imposed in this section. As used in this subsection, the term “principal limit” means the gross amount of loan proceeds available to the borrower without consideration of any use restrictions. For purposes of this subsection, the tax must be calculated based on the principal limit amount determined at the time of closing as evidenced by the recorded mortgage or any supporting documents attached thereto.

Section 19. The amendment to s. 201.08, Florida Statutes, made by this act is intended to be remedial in nature and shall apply retroactively, but does not create a right to a refund or credit of any tax paid before the effective date of this act. For any home equity conversion mortgage recorded before the effective date of this act, the taxpayer may evidence the principal limit using related loan documents.

Section 20. Section 201.21, Florida Statutes, is amended to read:

201.21 Notes and other written obligations exempt under certain conditions.—

(1) There shall be exempt from all excise taxes imposed by this chapter all promissory notes, nonnegotiable notes, and other written obligations to pay money bearing date subsequent to July 1, 1955, hereinafter referred to as “principal obligations,” when the maker thereof shall pledge or deposit with the payee or holder thereof pursuant to any agreement commonly known as a wholesale warehouse mortgage agreement, as collateral security for the payment thereof, any collateral obligation or obligations, as hereinafter defined, provided all excise taxes imposed by this chapter upon or in respect to such collateral obligation or obligations shall have been paid. If the indebtedness evidenced by any such principal obligation shall be in excess of the indebtedness evidenced by such collateral obligation or obligations, the exemption provided by this subsection section shall not apply to the amount of such excess indebtedness; and, in such event, the excise taxes imposed by this chapter shall apply and be paid only in respect

to such excess of indebtedness of such principal obligation. The term “collateral obligation” as used in this subsection ~~section~~ means any note, bond, or other written obligation to pay money secured by mortgage, deed of trust, or other lien upon real or personal property. The pledging of a specific collateral obligation to secure a specific principal obligation, if required under the terms of the agreement, shall not invalidate the exemption provided by this subsection ~~section~~. The temporary removal of the document or documents representing one or more collateral obligations for a reasonable commercial purpose, for a period not exceeding 60 days, shall not invalidate the exemption provided by this subsection ~~section~~.

(2) There shall be exempt from all excise taxes imposed by this chapter all non-interest-bearing promissory notes, non-interest-bearing nonnegotiable notes, or non-interest-bearing written obligations to pay money, or assignments of salaries, wages, or other compensation made, executed, delivered, sold, transferred, or assigned in the state, and for each renewal of the same, of \$3,500 or less, when given by a customer to an alarm system contractor, as defined in s. 489.505, in connection with the sale of an alarm system as defined in s. 489.505.

Section 21. The amendments to s. 201.21, Florida Statutes, made by this act shall stand repealed on June 30, 2027, unless reviewed and saved from repeal through reenactment by the Legislature. If such amendments are not saved from repeal, the text of s. 201.21, Florida Statutes, shall revert to that in existence on June 30, 2024, except that any amendments to such text other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 22. Subsection (1) of section 206.9931, Florida Statutes, is amended to read:

206.9931 Administrative provisions.—

(1) Any person producing in, importing into, or causing to be imported into this state taxable pollutants for sale, use, or otherwise and who is not registered or licensed pursuant to other parts of this chapter is hereby required to register and become licensed for the purposes of this part. Such person shall register as either a producer or importer of pollutants and shall be subject to all applicable registration and licensing provisions of this chapter, as if fully set out in this part and made expressly applicable to the taxes imposed herein, including, but not limited to, ss. 206.02-206.025, 206.03, 206.04, and 206.05. For the purposes of this section, registrations required exclusively for this part shall be made within 90 days of July 1, 1986, for existing businesses, or before ~~prior to~~ the first production or importation of pollutants for businesses created after July 1, 1986. ~~The fee for registration shall be \$30.~~ Failure to timely register is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 23. Section 206.9955, Florida Statutes, is amended to read:

206.9955 Levy of natural gas fuel tax.—

(1) The motor fuel equivalent gallon means the following for:

(a) Compressed natural gas gallon: 5.66 pounds, or per each 126.67 cubic feet.

(b) Liquefied natural gas gallon: 6.06 pounds.

(c) Liquefied petroleum gas gallon: 1.35 gallons.

(2) ~~Effective January 1, 2026,~~ The following taxes shall be imposed:

(a) Upon each motor fuel equivalent gallon of natural gas fuel:

1. Effective January 1, 2026, and until December 31, 2026, an excise tax of 2 4 cents upon each motor fuel equivalent gallon of natural gas fuel.

2. Effective January 1, 2027, an excise tax of 4 cents.

(b) Upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax”:

1. Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent upon each motor fuel equivalent gallon of natural gas fuel, which is designated as the “ninth-cent fuel tax.”

2. Effective January 1, 2027, an additional tax of 1 cent.

(c) Upon each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax”:

1. Effective January 1, 2026, and until December 31, 2026, an additional tax of 0.5 cents. 1 cent on each motor fuel equivalent gallon of natural gas fuel by each county, which is designated as the “local option fuel tax.”

2. Effective January 1, 2027, an additional tax of 1 cent.

(d) An additional tax on each motor fuel equivalent gallon of natural gas fuel, which is designated as the “State Comprehensive Enhanced Transportation System Tax,” at a rate determined pursuant to this paragraph.

1. Before January 1, 2026, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of 2.9 5-8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel for the following 12-month period beginning January 1, rounded to the nearest tenth of a cent, by adjusting the tax rate of 5.8 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

(e)1. An additional tax is imposed on each motor fuel equivalent gallon of natural gas fuel for the privilege of selling natural gas fuel, at a rate determined pursuant to this subparagraph.

~~a. Before January 1, 2026, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 4.6 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.~~

b. Before January 1, 2027, and each year thereafter, the department shall determine the tax rate applicable to the sale of natural gas fuel, rounded to the nearest tenth of a cent, for the following 12-month period beginning January 1, by adjusting the tax rate of 9.2 cents per gallon by the percentage change in the average of the Consumer Price Index issued by the United States Department of Labor for the most recent 12-month period ending September 30, compared to the base year average, which is the average for the 12-month period ending September 30, 2013.

2. The department is authorized to adopt rules and publish forms to administer this paragraph.

(3) Unless otherwise provided by this chapter, the taxes specified in subsection (2) are imposed on natural gas fuel when it is placed into the fuel supply tank of a motor vehicle as defined in s. 206.01(23). The person liable for payment of the taxes imposed by this section is the person selling or supplying the natural gas fuel to the end user, for use in the fuel supply tank of a motor vehicle as defined in s. 206.01(23).

Section 24. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, subsections (1) and (4) of section 206.996, Florida Statutes, are reenacted to read:

206.996 Monthly reports by natural gas fuel retailers; deductions.—

(1) For the purpose of determining the amount of taxes imposed by s. 206.9955, each natural gas fuel retailer shall file beginning with February

2026, and each month thereafter, no later than the 20th day of each month, monthly reports electronically with the department showing information on inventory, purchases, nontaxable disposals, taxable uses, and taxable sales in gallons of natural gas fuel for the preceding month. However, if the 20th day of the month falls on a Saturday, Sunday, or federal or state legal holiday, a return must be accepted if it is electronically filed on the next succeeding business day. The reports must include, or be verified by, a written declaration stating that such report is made under the penalties of perjury. The natural gas fuel retailer shall deduct from the amount of taxes shown by the report to be payable an amount equivalent to 0.67 percent of the taxes on natural gas fuel imposed by s. 206.9955(2)(a) and (e), which deduction is allowed to the natural gas fuel retailer to compensate it for services rendered and expenses incurred in complying with the requirements of this part. This allowance is not deductible unless payment of applicable taxes is made on or before the 20th day of the month. This subsection may not be construed as authorizing a deduction from the constitutional fuel tax or the fuel sales tax.

(4) In addition to the allowance authorized by subsection (1), every natural gas fuel retailer is entitled to a deduction of 1.1 percent of the taxes imposed under s. 206.9955(2)(b) and (c), on account of services and expenses incurred due to compliance with the requirements of this part. This allowance may not be deductible unless payment of the tax is made on or before the 20th day of the month.

Section 25. For the purpose of incorporating the amendment made by this act to section 206.9955, Florida Statutes, in references thereto, section 206.997, Florida Statutes, is reenacted to read:

206.997 State and local alternative fuel user fee clearing trust funds; distribution.—

(1) Notwithstanding the provisions of s. 206.875, the revenues from the state natural gas fuel tax imposed by s. 206.9955(2)(a), (d), and (e) shall be deposited into the State Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be distributed as follows: the taxes imposed under s. 206.9955(2)(d) and (e) shall be transferred to the State Transportation Trust Fund and the tax imposed under s. 206.9955(2)(a) shall be distributed as follows: 50 percent shall be transferred to the State Board of Administration for distribution according to the provisions of s. 16, Art. IX of the State Constitution of 1885, as amended; 25 percent shall be transferred to the Revenue Sharing Trust Fund for Municipalities; and the remaining 25 percent shall be distributed using the formula contained in s. 206.60(1).

(2) Notwithstanding the provisions of s. 206.875, the revenues from the local natural gas fuel tax imposed by s. 206.9955(2)(b) and (c) shall be deposited into The Local Alternative Fuel User Fee Clearing Trust Fund. After deducting the service charges provided in s. 215.20, the proceeds in this trust fund shall be returned monthly to the appropriate county.

Section 26. Section 211.0254, Florida Statutes, is created to read:

211.0254 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state due under s. 211.02 or s. 211.025. However, the combined credit allowed under this section and ss. 211.0251, 211.0252, and 211.0253 may not exceed 50 percent of the tax due on the return on which the credit is taken. If the combined credit allowed under the foregoing sections exceeds 50 percent of the tax due on the return, the credit must first be taken under s. 211.0251, then under s. 211.0253, then under s. 211.0252. Any remaining liability must be taken under this section but may not exceed 50 percent of the tax due. For purposes of the distributions of tax revenue under s. 211.06, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 27. Paragraph (d) of subsection (2) of section 212.0306, Florida Statutes, is amended to read:

212.0306 Local option food and beverage tax; procedure for levying; authorized uses; administration.—

(2)

(d) Sales in cities or towns presently imposing a municipal resort tax as authorized by chapter 67-930, Laws of Florida, are exempt from the taxes authorized by subsection (1); however, the tax authorized by paragraph (1)(b) may be levied in such city or town if the governing authority of the city or town adopts an ordinance that is subsequently approved by a majority of the ~~registered~~ electors in such city or town voting in at a referendum held at a general election as defined in s. 97.021. Any tax levied in a city or town pursuant to this paragraph takes effect on the first day of January following the general election in which the ordinance was approved. A referendum to reenact an expiring tax authorized under this paragraph must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

Section 28. Paragraphs (a) and (c) of subsection (1) of section 212.05, Florida Statutes, are amended to read:

212.05 Sales, storage, use tax.—It is hereby declared to be the legislative intent that every person is exercising a taxable privilege who engages in the business of selling tangible personal property at retail in this state, including the business of making or facilitating remote sales; who rents or furnishes any of the things or services taxable under this chapter; or who stores for use or consumption in this state any item or article of tangible

personal property as defined herein and who leases or rents such property within the state.

(1) For the exercise of such privilege, a tax is levied on each taxable transaction or incident, which tax is due and payable as follows:

(a)1.a. At the rate of 6 percent of the sales price of each item or article of tangible personal property when sold at retail in this state, computed on each taxable sale for the purpose of remitting the amount of tax due the state, and including each and every retail sale.

b. Each occasional or isolated sale of an aircraft, boat, mobile home, or motor vehicle of a class or type which is required to be registered, licensed, titled, or documented in this state or by the United States Government shall be subject to tax at the rate provided in this paragraph. The department shall by rule adopt any nationally recognized publication for valuation of used motor vehicles as the reference price list for any used motor vehicle which is required to be licensed pursuant to s. 320.08(1), (2), (3)(a), (b), (c), or (e), or (9). If any party to an occasional or isolated sale of such a vehicle reports to the tax collector a sales price which is less than 80 percent of the average loan price for the specified model and year of such vehicle as listed in the most recent reference price list, the tax levied under this paragraph shall be computed by the department on such average loan price unless the parties to the sale have provided to the tax collector an affidavit signed by each party, or other substantial proof, stating the actual sales price. Any party to such sale who reports a sales price less than the actual sales price is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. The department shall collect or attempt to collect from such party any delinquent sales taxes. In addition, such party shall pay any tax due and any penalty and interest assessed plus a penalty equal to twice the amount of the additional tax owed. Notwithstanding any other provision of law, the Department of Revenue may waive or compromise any penalty imposed pursuant to this subparagraph.

2. This paragraph does not apply to the sale of a boat or aircraft by or through a registered dealer under this chapter to a purchaser who, at the time of taking delivery, is a nonresident of this state, does not make his or her permanent place of abode in this state, and is not engaged in carrying on in this state any employment, trade, business, or profession in which the boat or aircraft will be used in this state, or is a corporation none of the officers or directors of which is a resident of, or makes his or her permanent place of abode in, this state, or is a noncorporate entity that has no individual vested with authority to participate in the management, direction, or control of the entity's affairs who is a resident of, or makes his or her permanent abode in, this state. For purposes of this exemption, either a registered dealer acting on his or her own behalf as seller, a registered dealer acting as broker on behalf of a seller, or a registered dealer acting as broker on behalf of the nonresident purchaser may be deemed to be the selling dealer. This exemption is shall not be allowed unless:

a. The nonresident purchaser removes a qualifying boat, as described in sub-subparagraph f., from ~~this the~~ state within 90 days after the date of purchase or extension, or the nonresident purchaser removes a nonqualifying boat or an aircraft from this state within 10 days after the date of purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of the repairs or alterations; or if the aircraft will be registered in a foreign jurisdiction and:

(I) Application for the aircraft's registration is properly filed with a civil airworthiness authority of a foreign jurisdiction within 10 days after the date of purchase;

(II) The nonresident purchaser removes the aircraft from ~~this the~~ state to a foreign jurisdiction within 10 days after the date the aircraft is registered by the applicable foreign airworthiness authority; and

(III) The aircraft is operated in ~~this the~~ state solely to remove it from ~~this the~~ state to a foreign jurisdiction.

For purposes of this sub-subparagraph, the term "foreign jurisdiction" means any jurisdiction outside of the United States or any of its territories;

b. The nonresident purchaser, within 90 days ~~after from~~ the date of departure, provides the department with written proof that the nonresident purchaser licensed, registered, titled, or documented the boat or aircraft outside ~~this the~~ state. If such written proof is unavailable, within 90 days the nonresident purchaser must shall provide proof that the nonresident purchaser applied for such license, title, registration, or documentation. The nonresident purchaser shall forward to the department proof of title, license, registration, or documentation upon receipt;

c. The nonresident purchaser, within 30 days after removing the boat or aircraft from ~~this state~~ Florida, furnishes the department with proof of removal in the form of receipts for fuel, dockage, slippage, tie-down, or hanging from outside of Florida. The information so provided must clearly and specifically identify the boat or aircraft;

d. The selling dealer, within 30 days after the date of sale, provides to the department a copy of the sales invoice, closing statement, bills of sale, and the original affidavit signed by the nonresident purchaser affirming attesting that the nonresident purchaser qualifies for exemption from sales tax pursuant to this subparagraph and attesting that the nonresident purchaser will provide the documentation required to substantiate the exemption claimed under ~~he or she has read the provisions of this subparagraph section;~~

e. The seller makes a copy of the affidavit a part of his or her record for as long as required by s. 213.35; and

f. Unless the nonresident purchaser of a boat of 5 net tons of admeasurement or larger intends to remove the boat from this state within

10 days after the date of purchase or when the boat is repaired or altered, within 20 days after completion of the repairs or alterations, the nonresident purchaser applies to the selling dealer for a decal which authorizes 90 days after the date of purchase for removal of the boat. The nonresident purchaser of a qualifying boat may apply to the selling dealer within 60 days after the date of purchase for an extension decal that authorizes the boat to remain in this state for an additional 90 days, but not more than a total of 180 days, before the nonresident purchaser is required to pay the tax imposed by this chapter. The department is authorized to issue decals in advance to dealers. The number of decals issued in advance to a dealer shall be consistent with the volume of the dealer's past sales of boats which qualify under this sub-subparagraph. The selling dealer or his or her agent shall mark and affix the decals to qualifying boats in the manner prescribed by the department, before delivery of the boat.

(I) The department is hereby authorized to charge dealers a fee sufficient to recover the costs of decals issued, except the extension decal shall cost \$425.

(II) The proceeds from the sale of decals will be deposited into the administrative trust fund.

(III) Decals shall display information to identify the boat as a qualifying boat under this sub-subparagraph, including, but not limited to, the decal's date of expiration.

(IV) The department is authorized to require dealers who purchase decals to file reports with the department and may prescribe all necessary records by rule. All such records are subject to inspection by the department.

(V) Any dealer or his or her agent who issues a decal falsely, fails to affix a decal, mismarks the expiration date of a decal, or fails to properly account for decals will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VI) Any nonresident purchaser of a boat who removes a decal before permanently removing the boat from this ~~the~~ state, or defaces, changes, modifies, or alters a decal in a manner affecting its expiration date before its expiration, or who causes or allows the same to be done by another, will be considered prima facie to have committed a fraudulent act to evade the tax and will be liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and shall be liable for fine and punishment as provided by law for a conviction of a misdemeanor of the first degree, as provided in s. 775.082 or s. 775.083.

(VII) The department is authorized to adopt rules necessary to administer and enforce this subparagraph and to publish the necessary forms and instructions.

(VIII) The department is hereby authorized to adopt emergency rules pursuant to s. 120.54(4) to administer and enforce the provisions of this subparagraph.

If the nonresident purchaser fails to remove the qualifying boat from this state within the maximum 180 days after purchase or a nonqualifying boat or an aircraft from this state within 10 days after purchase or, when the boat or aircraft is repaired or altered, within 20 days after completion of such repairs or alterations, or permits the boat or aircraft to return to this state within 6 months ~~after from~~ the date of departure, except as provided in s. 212.08(7)(fff), or if the nonresident purchaser fails to furnish the department with any of the documentation required by this subparagraph within the prescribed time period, the nonresident purchaser is ~~shall~~ be liable for use tax on the cost price of the boat or aircraft and, in addition thereto, payment of a penalty to the Department of Revenue equal to the tax payable. This penalty ~~is shall~~ be in lieu of the penalty imposed by s. 212.12(2). The maximum 180-day period following the sale of a qualifying boat tax-exempt to a nonresident may not be tolled for any reason.

(c) At the rate of 6 percent of the gross proceeds derived from the lease or rental of tangible personal property, as defined herein; however, the following special provisions apply to the lease or rental of motor vehicles and to peer-to-peer car-sharing programs:

1. When a motor vehicle is leased or rented by a motor vehicle rental company or through a peer-to-peer car-sharing program as those terms are defined in s. 212.0606(1) for a period of less than 12 months:

a. If the motor vehicle is rented in Florida, the entire amount of such rental is taxable, even if the vehicle is dropped off in another state.

b. If the motor vehicle is rented in another state and dropped off in Florida, the rental is exempt from Florida tax.

c. If the motor vehicle is rented through a peer-to-peer car-sharing program, the peer-to-peer car-sharing program shall collect and remit the applicable tax due in connection with the rental.

2. Except as provided in subparagraph 3., for the lease or rental of a motor vehicle for a period of not less than 12 months, sales tax is due on the lease or rental payments if the vehicle is registered in this state; provided, however, that no tax shall be due if the taxpayer documents use of the motor vehicle outside this state and tax is being paid on the lease or rental payments in another state.

3. The tax imposed by this chapter does not apply to the lease or rental of a commercial motor vehicle as defined in s. 316.003(14)(a) to one lessee or

rentee, or of a motor vehicle as defined in s. 316.003 which is to be used primarily in the trade or established business of the lessee or rentee, for a period of not less than 12 months when tax was paid on the purchase price of such vehicle by the lessor. To the extent tax was paid with respect to the purchase of such vehicle in another state, territory of the United States, or the District of Columbia, the Florida tax payable shall be reduced in accordance with s. 212.06(7). This subparagraph shall only be available when the lease or rental of such property is an established business or part of an established business or the same is incidental or germane to such business.

Section 29. Effective upon this act becoming a law, paragraph (b) of subsection (2) and paragraph (a) of subsection (3) of section 212.054, Florida Statutes, are amended, and subsection (9) is added to that section, to read:

212.054 Discretionary sales surtax; limitations, administration, and collection.—

(2)

(b) However:

1. The sales amount above \$5,000 on any item of tangible personal property shall not be subject to the surtax. However, charges for prepaid calling arrangements, as defined in s. 212.05(1)(e)1.a., shall be subject to the surtax. For purposes of administering the \$5,000 limitation on an item of tangible personal property;

a. If two or more taxable items of tangible personal property are sold to the same purchaser at the same time and, under generally accepted business practice or industry standards or usage, are normally sold in bulk or are items that, when assembled, comprise a working unit or part of a working unit, such items must be considered a single item for purposes of the \$5,000 limitation when supported by a charge ticket, sales slip, invoice, or other tangible evidence of a single sale or rental.

b. The sale of a boat and the corresponding boat trailer, which trailer is identified as a motor vehicle as defined in s. 320.01(1), must be taxed as a single item when sold to the same purchaser, at the same time, and included in the same invoice.

2. In the case of utility services billed on or after the effective date of any such surtax, the entire amount of the charge for utility services shall be subject to the surtax. In the case of utility services billed after the last day the surtax is in effect, the entire amount of the charge on said items shall not be subject to the surtax. "Utility service," as used in this section, does not include any communications services as defined in chapter 202.

3. In the case of written contracts which are signed prior to the effective date of any such surtax for the construction of improvements to real property or for remodeling of existing structures, the surtax shall be paid by the

contractor responsible for the performance of the contract. However, the contractor may apply for one refund of any such surtax paid on materials necessary for the completion of the contract. Any application for refund shall be made no later than 15 months following initial imposition of the surtax in that county. The application for refund shall be in the manner prescribed by the department by rule. A complete application shall include proof of the written contract and of payment of the surtax. The application shall contain a sworn statement, signed by the applicant or its representative, attesting to the validity of the application. The department shall, within 30 days after approval of a complete application, certify to the county information necessary for issuance of a refund to the applicant. Counties are hereby authorized to issue refunds for this purpose and shall set aside from the proceeds of the surtax a sum sufficient to pay any refund lawfully due. Any person who fraudulently obtains or attempts to obtain a refund pursuant to this subparagraph, in addition to being liable for repayment of any refund fraudulently obtained plus a mandatory penalty of 100 percent of the refund, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

4. In the case of any vessel, railroad, or motor vehicle common carrier entitled to partial exemption from tax imposed under this chapter pursuant to s. 212.08(4), (8), or (9), the basis for imposition of surtax shall be the same as provided in s. 212.08 and the ratio shall be applied each month to total purchases in this state of property qualified for proration which is delivered or sold in the taxing county to establish the portion used and consumed in intracounty movement and subject to surtax.

(3) For the purpose of this section, a transaction shall be deemed to have occurred in a county imposing the surtax when:

(a)1. The sale includes an item of tangible personal property, a service, or tangible personal property representing a service, and the item of tangible personal property, the service, or the tangible personal property representing the service is delivered within the county. If there is no reasonable evidence of delivery of a service, the sale of a service is deemed to occur in the county in which the purchaser accepts the bill of sale.

2. The sale of any motor vehicle or mobile home of a class or type which is required to be registered in this state or in any other state shall be deemed to have occurred only in the county identified as the residence address of the purchaser on the registration or title document for such property.

3. The sale of property under sub-subparagraph (2)(b)1.b. is deemed to occur in the county where the purchaser resides, as identified on the registration or title documents for such property.

(9) If there has been a final adjudication that any discretionary sales surtax enacted pursuant to ss. 212.054 and 212.055 was enacted, levied, collected, or otherwise found to be contrary to the Constitution of the United States or the State Constitution, this subsection applies. For purposes of this

subsection, a “final adjudication” is a final order of a court of competent jurisdiction from which no appeal can be taken or from which no appeal has been taken and the time for such appeal has expired.

(a) If such discretionary sales surtax has been collected, but not expended, any county, municipality, school board, or other entity that received funds from such surtax shall transfer the surtax proceeds, along with any interest earned upon such proceeds, to the department within 60 days from the date of the final adjudication. The department shall deposit all amounts received pursuant to this subsection in a separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county for disposition as follows:

1. If there is no valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, 100 percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 immediately following the transfer of such funds to the department under this paragraph.

2. If there is a valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection:

a. Seventy-five percent of such funds shall be held in reserve for appropriation in the General Appropriations Act that takes effect on the July 1 preceding the discretionary sales surtax suspension in paragraph (b).

b. Twenty-five percent of such funds and all interest earned on all funds held in reserve under this sub-subparagraph shall be held in reserve for appropriation in the General Appropriations Act to be disposed of as provided in paragraph (b).

(b)1. If there are multiple valid discretionary sales surtaxes being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtaxes, other than the school capital outlay surtax authorized by s. 212.055(6), shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds under this paragraph, or January 1, 2025, whichever is later.

2. If there is only one valid discretionary sales surtax being levied within the same county for which a discretionary sales surtax was found to be invalid as described in this subsection, such surtax shall be temporarily suspended beginning October 1 of the calendar year following the calendar year the department receives such surtax proceeds.

3. The department shall continue to distribute moneys in the separate account in the Discretionary Sales Surtax Clearing Trust Fund for that county to such county, municipality, or school board in an amount equal to

that which would have been distributed pursuant to all legally levied surtaxes in such county under this section but for the temporary suspension of such surtaxes under this subsection.

4. A county, municipality, or school board that receives funds under this paragraph from a single surtax shall use the funds consistent with the use for which the tax that was temporarily suspended under subparagraph 2. was levied. In case of a suspension pursuant to subparagraph 1., a county shall apportion the funds among the uses of the temporarily suspended discretionary sales surtaxes in proportion to the discretionary sales surtax rates.

5. The temporary suspension of surtaxes under this paragraph shall end on the last day of the month preceding the first month the department estimates that the balance of the separate account within the Discretionary Sales Surtax Clearing Trust Fund for that county will be insufficient to fully make the distribution necessary under subparagraph 3. Any remaining undistributed surtax proceeds shall be transferred to the General Revenue Fund.

6. The department shall monitor the balance of proceeds transferred to the department under this subsection and shall estimate the month in which the temporary discretionary sales surtax suspension will end. At least two months prior to the expiration of the temporary surtax suspension under this paragraph, the department shall provide notice to affected dealers and the public of when the suspension will end.

(c) Subsection (5) does not apply to the temporary suspension of surtaxes provided for under this subsection.

(d) Notwithstanding s. 215.26, any person who would otherwise be entitled to a refund of a discretionary sales surtax that is found to be invalid under this subsection may file a claim for a refund pursuant to the procedures provided in the General Appropriations Act referenced in paragraph (a), to the extent such act provides for refunds. Such refund claim must be filed between July 1 and December 31 of the state fiscal year for such General Appropriations Act.

(e) This subsection expires June 30, 2030.

Section 30. Paragraph (a) of subsection (4) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to

secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(4) INDIGENT CARE AND TRAUMA CENTER SURTAX.—

(a)1. The governing body in each county ~~that the government of which is not consolidated with that of one or more municipalities, which~~ has a population of at least 800,000 residents and is not authorized to levy a surtax under subsection (5), may levy, pursuant to an ordinance ~~either approved by an extraordinary vote of the governing body or~~ conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum, a discretionary sales surtax at a rate that may not exceed 0.5 percent.

2. ~~If the ordinance is conditioned on a referendum,~~ A statement that includes a brief and general description of the purposes to be funded by the surtax and that conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing body of the county. The following questions shall be placed on the ballot:

FOR THE. . . .CENTS TAX
AGAINST THE. . . .CENTS TAX

3. The ordinance adopted by the governing body providing for the imposition of the surtax shall set forth a plan for providing health care services to qualified residents, as defined in subparagraph 4. Such plan and subsequent amendments to it shall fund a broad range of health care services for both indigent persons and the medically poor, including, but not limited to, primary care and preventive care as well as hospital care. The plan must also address the services to be provided by the Level I trauma center. It shall emphasize a continuity of care in the most cost-effective setting, taking into consideration both a high quality of care and geographic access. Where consistent with these objectives, it shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between the county and providers, including hospitals with a Level I trauma center, will include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, promote the advancement of technology in medical services, recognize the level of responsiveness to medical needs in trauma cases, and require cost containment including, but not limited to, case management. It must also provide that any hospitals that are owned and operated by government entities on May 21, 1991, must, as a condition of receiving funds under this subsection,

afford public access equal to that provided under s. 286.011 as to meetings of the governing board, the subject of which is budgeting resources for the rendition of charity care as that term is defined in the Florida Hospital Uniform Reporting System (FHURS) manual referenced in s. 408.07. The plan shall also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

4. For the purpose of this paragraph, the term “qualified resident” means residents of the authorizing county who are:

- a. Qualified as indigent persons as certified by the authorizing county;
- b. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources required to meet basic needs for shelter, food, clothing, and personal expenses; or not being eligible for any other state or federal program, or having medical needs that are not covered by any such program; or having insufficient third-party insurance coverage. In all cases, the authorizing county is intended to serve as the payor of last resort; or
- c. Participating in innovative, cost-effective programs approved by the authorizing county.

5. Moneys collected pursuant to this paragraph remain the property of the state and shall be distributed by the Department of Revenue on a regular and periodic basis to the clerk of the circuit court as ex officio custodian of the funds of the authorizing county. The clerk of the circuit court shall:

- a. Maintain the moneys in an indigent health care trust fund;
- b. Invest any funds held on deposit in the trust fund pursuant to general law;
- c. Disburse the funds, including any interest earned, to any provider of health care services, as provided in subparagraphs 3. and 4., upon directive from the authorizing county. However, if a county has a population of at least 800,000 residents and has levied the surtax authorized in this paragraph, notwithstanding any directive from the authorizing county, on October 1 of each calendar year, the clerk of the court shall issue a check in the amount of \$6.5 million to a hospital in its jurisdiction that has a Level I trauma center or shall issue a check in the amount of \$3.5 million to a hospital in its jurisdiction that has a Level I trauma center if that county enacts and implements a hospital lien law in accordance with chapter 98-499, Laws of Florida. The issuance of the checks on October 1 of each year is provided in recognition of the Level I trauma center status and shall be in addition to the base contract amount received during fiscal year 1999-2000 and any additional amount negotiated to the base contract. If the hospital receiving funds for its Level I trauma center status requests such funds to be used to generate federal matching funds under Medicaid, the clerk of the

court shall instead issue a check to the Agency for Health Care Administration to accomplish that purpose to the extent that it is allowed through the General Appropriations Act; and

d. Prepare on a biennial basis an audit of the trust fund specified in sub-subparagraph a. Commencing February 1, 2004, such audit shall be delivered to the governing body and to the chair of the legislative delegation of each authorizing county.

6. Notwithstanding any other provision of this section, a county shall not levy local option sales surtaxes authorized in this paragraph and subsections (2) and (3) in excess of a combined rate of 1 percent.

Section 31. Paragraph (b) of subsection (1) and paragraph (b) of subsection (4) of section 212.11, Florida Statutes, are amended to read:

212.11 Tax returns and regulations.—

(1)

(b)1. For the purpose of ascertaining the amount of tax payable under this chapter, it shall be the duty of all dealers to file a return and remit the tax, on or before the 20th day of the month, to the department, upon forms prepared and furnished by it or in a format prescribed by it. Such return must show the rentals, admissions, gross sales, or purchases, as the case may be, arising from all leases, rentals, admissions, sales, or purchases taxable under this chapter during the preceding calendar month.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when

the central or main office of the consolidated account is in a county to which an emergency declaration applies.

(4)

(b)1. The amount of any estimated tax shall be due, payable, and remitted by electronic funds transfer by the 20th day of the month for which it is estimated. The difference between the amount of estimated tax paid and the actual amount of tax due under this chapter for such month shall be due and payable by the first day of the following month and remitted by electronic funds transfer by the 20th day thereof.

2. Notwithstanding subparagraph 1. and in addition to any extension or waiver ordered pursuant to s. 213.055, and except as provided in subparagraph 3., a dealer with a certificate of registration issued under s. 212.18 to engage in or conduct business in a county to which an emergency declaration applies in sub-subparagraph b. is granted an automatic 10-calendar-day extension after the due date for filing a return and remitting the tax if all of the following conditions are met:

a. The Governor has ordered or proclaimed a declaration of a state of emergency pursuant to s. 252.36.

b. The declaration is the first declaration for the event giving rise to the state of emergency or expands the counties covered by the initial state of emergency without extending or renewing the period of time covered by the first declaration of a state of emergency.

c. The first day of the period covered by the first declaration for the event giving rise to the state of emergency is within 5 business days before the 20th day of the month.

3. For purposes of subparagraph 2., a dealer who files a consolidated sales and use tax return will be considered to have a certificate of registration in a county to which an emergency declaration applies when the central or main office of the consolidated account is in a county to which an emergency declaration applies.

Section 32. Section 212.1835, Florida Statutes, is created to read:

212.1835 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax imposed by the state and due under this chapter from a direct pay permitholder as a result of the direct pay permit held pursuant to s. 212.183. For purposes of the dealer's credit granted for keeping prescribed records, filing timely tax returns, and properly accounting and remitting taxes under s. 212.12, the amount of tax due used to calculate the credit must include any expenses or payments from a direct pay permitholder which give rise to a credit under s. 402.261. For purposes of the distributions of tax revenue under s. 212.20, the department shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits

results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section. A dealer who claims a tax credit under this section must file his or her tax returns and pay his or her taxes by electronic means under s. 213.755.

Section 33. Paragraph (d) of subsection (6) of section 212.20, Florida Statutes, is amended to read:

212.20 Funds collected, disposition; additional powers of department; operational expense; refund of taxes adjudicated unconstitutionally collected.—

(6) Distribution of all proceeds under this chapter and ss. 202.18(1)(b) and (2)(b) and 203.01(1)(a)3. is as follows:

(d) The proceeds of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be distributed as follows:

1. In any fiscal year, the greater of \$500 million, minus an amount equal to 4.6 percent of the proceeds of the taxes collected pursuant to chapter 201, or 5.2 percent of all other taxes and fees imposed pursuant to this chapter or remitted pursuant to s. 202.18(1)(b) and (2)(b) shall be deposited in monthly installments into the General Revenue Fund.

2. After the distribution under subparagraph 1., 8.9744 percent of the amount remitted by a sales tax dealer located within a participating county pursuant to s. 218.61 shall be transferred into the Local Government Half-cent Sales Tax Clearing Trust Fund. Beginning July 1, 2003, the amount to be transferred shall be reduced by 0.1 percent, and the department shall distribute this amount to the Public Employees Relations Commission Trust Fund less \$5,000 each month, which shall be added to the amount calculated in subparagraph 3. and distributed accordingly.

3. After the distribution under subparagraphs 1. and 2., 0.0966 percent shall be transferred to the Local Government Half-cent Sales Tax Clearing Trust Fund and distributed pursuant to s. 218.65.

4. After the distributions under subparagraphs 1., 2., and 3., 2.0810 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Counties pursuant to s. 218.215.

5. After the distributions under subparagraphs 1., 2., and 3., 1.3653 percent of the available proceeds shall be transferred monthly to the Revenue Sharing Trust Fund for Municipalities pursuant to s. 218.215. If the total revenue to be distributed pursuant to this subparagraph is at least as great as the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, no municipality shall receive less than the amount due from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year

1999-2000. If the total proceeds to be distributed are less than the amount received in combination from the Revenue Sharing Trust Fund for Municipalities and the former Municipal Financial Assistance Trust Fund in state fiscal year 1999-2000, each municipality shall receive an amount proportionate to the amount it was due in state fiscal year 1999-2000.

6. Of the remaining proceeds:

a. In each fiscal year, the sum of \$29,915,500 shall be divided into as many equal parts as there are counties in the state, and one part shall be distributed to each county. The distribution among the several counties must begin each fiscal year on or before January 5th and continue monthly for a total of 4 months. If a local or special law required that any moneys accruing to a county in fiscal year 1999-2000 under the then-existing provisions of s. 550.135 be paid directly to the district school board, special district, or a municipal government, such payment must continue until the local or special law is amended or repealed. The state covenants with holders of bonds or other instruments of indebtedness issued by local governments, special districts, or district school boards before July 1, 2000, that it is not the intent of this subparagraph to adversely affect the rights of those holders or relieve local governments, special districts, or district school boards of the duty to meet their obligations as a result of previous pledges or assignments or trusts entered into which obligated funds received from the distribution to county governments under then-existing s. 550.135. This distribution specifically is in lieu of funds distributed under s. 550.135 before July 1, 2000.

b. The department shall distribute \$166,667 monthly to each applicant certified as a facility for a new or retained professional sports franchise pursuant to s. 288.1162. Up to \$41,667 shall be distributed monthly by the department to each certified applicant as defined in s. 288.11621 for a facility for a spring training franchise. However, not more than \$416,670 may be distributed monthly in the aggregate to all certified applicants for facilities for spring training franchises. Distributions begin 60 days after such certification and continue for not more than 30 years, except as otherwise provided in s. 288.11621. A certified applicant identified in this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.1162(5) or s. 288.11621(3).

c. The department shall distribute up to \$83,333 monthly to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise, or up to \$166,667 monthly to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. Monthly distributions begin 60 days after such certification or July 1, 2016, whichever is later, and continue for not more than 20 years to each certified applicant as defined in s. 288.11631 for a facility used by a single spring training franchise or not more than 25 years to each certified applicant as defined in s. 288.11631 for a facility used by more than one spring training franchise. A certified applicant identified in

this sub-subparagraph may not receive more in distributions than expended by the applicant for the public purposes provided in s. 288.11631(3).

d. The department shall distribute \$15,333 monthly to the State Transportation Trust Fund.

e.(I) On or before July 25, 2021, August 25, 2021, and September 25, 2021, the department shall distribute \$324,533,334 in each of those months to the Unemployment Compensation Trust Fund, less an adjustment for refunds issued from the General Revenue Fund pursuant to s. 443.131(3)(e) 3. before making the distribution. The adjustments made by the department to the total distributions shall be equal to the total refunds made pursuant to s. 443.131(3)(e)3. If the amount of refunds to be subtracted from any single distribution exceeds the distribution, the department may not make that distribution and must subtract the remaining balance from the next distribution.

(II) Beginning July 2022, and on or before the 25th day of each month, the department shall distribute \$90 million monthly to the Unemployment Compensation Trust Fund.

(III) If the ending balance of the Unemployment Compensation Trust Fund exceeds \$4,071,519,600 on the last day of any month, as determined from United States Department of the Treasury data, the Office of Economic and Demographic Research shall certify to the department that the ending balance of the trust fund exceeds such amount.

(IV) This sub-subparagraph is repealed, and the department shall end monthly distributions under sub-sub-subparagraph (II), on the date the department receives certification under sub-sub-subparagraph (III).

f. Beginning July 1, 2023, in each fiscal year, the department shall distribute \$27.5 million to the Florida Agricultural Promotional Campaign Trust Fund under s. 571.26, for further distribution in accordance with s. 571.265. ~~This sub-subparagraph is repealed June 30, 2025.~~

7. All other proceeds must remain in the General Revenue Fund.

Section 34. Subsection (11) is added to section 213.21, Florida Statutes, to read:

213.21 Informal conferences; compromises.—

(11)(a) The department may consider a request to settle or compromise any tax, interest, penalty, or other liability under this section after the time to challenge an assessment or a denial of a refund under s. 72.011 has expired if the taxpayer demonstrates that the failure to initiate a timely challenge was due to any of the following:

1. The death or life-threatening injury or illness of:

- a. The taxpayer;
- b. An immediate family member of the taxpayer; or
- c. An individual with substantial responsibility for the management or control of the taxpayer.
- 2. An act of war or terrorism.
- 3. A natural disaster, fire, or other catastrophic loss.
- (b) The department may not consider a request received more than 180 days after the time has expired for contesting it under s. 72.011.
- (c) Any decision by the department regarding a taxpayer's request to compromise or settle a liability under this subsection is not subject to review under chapter 120.

Section 35. Subsections (1), (3), and (6) of section 213.67, Florida Statutes, are amended to read:

213.67 Garnishment.—

(1) If a person is delinquent in the payment of any taxes, penalties, and interest, costs, surcharges, and fees owed to the department, the executive director or his or her designee may give notice of the amount of such delinquency by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmissions, electronic data interchange, or use of the Internet, to all persons having in their possession or under their control any credits or personal property, exclusive of wages, belonging to the delinquent taxpayer, or owing any debts to such delinquent taxpayer at the time of receipt by them of such notice. Thereafter, any person ~~who has been~~ notified may not transfer or make any other disposition of such credits, other personal property, or debts until the executive director or his or her designee consents to a transfer or disposition or until 60 days after the receipt of such notice. However, the credits, other personal property, or debts that exceed the delinquent amount stipulated in the notice are not subject to this section, wherever held, if the taxpayer does not have a prior history of tax delinquencies. If during the effective period of the notice to withhold, any person so notified makes any transfer or disposition of the property or debts required to be withheld under this section, he or she is liable to the state for any indebtedness owed to the department by the person with respect to whose obligation the notice was given to the extent of the value of the property or the amount of the debts thus transferred or paid if, solely by reason of such transfer or disposition, the state is unable to recover the indebtedness of the person with respect to whose obligation the notice was given. If the delinquent taxpayer contests the intended levy in circuit court or under chapter 120, the notice under this section remains effective until that final resolution of the contest. Any financial institution receiving such notice maintains ~~will maintain~~ a right of setoff for any transaction involving a debit card occurring on or before the date of receipt of such notice.

(3) During the last 30 days of the 60-day period set forth in subsection (1), the executive director or his or her designee may levy upon such credits, other personal property, or debts. The levy must be accomplished by delivery of a notice of levy by registered mail, by personal service, or by electronic means, including, but not limited to, facsimile transmission or an electronic data exchange process using a web interface. Upon receipt of the notice of levy, ~~which~~ the person possessing the credits, other personal property, or debts must ~~shall~~ transfer them to the department or pay to the department the amount owed to the delinquent taxpayer.

(6)(a) Levy may be made under subsection (3) upon credits, other personal property, or debt of any person with respect to any unpaid tax, penalties, and interest, costs, surcharges, and fees authorized by law only after the executive director or his or her designee has notified such person in writing of the intention to make such levy.

(b) No less than 30 days before the day of the levy, the notice of intent to levy required under paragraph (a) must ~~shall~~ be given in person or sent by certified or registered mail to the person's last known address.

(c) The notice required in paragraph (a) must include a brief statement that sets forth in simple and nontechnical terms:

1. The provisions of this section relating to levy and sale of property;
2. The procedures applicable to the levy under this section;
3. The administrative and judicial appeals available to the taxpayer with respect to such levy and sale, and the procedures relating to such appeals; and
4. Any ~~The alternatives, if any,~~ available to taxpayers which could prevent levy on the property.

Section 36. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in former s. 288.9916, those enumerated in former s. 220.1899, those enumerated in former s. 220.194, those enumerated in s. 220.196, those enumerated in s.

220.198, those enumerated in s. 220.1915, those enumerated in s. 220.199, and those enumerated in s. 220.1991, and those enumerated in s. 220.1992.

Section 37. Effective upon this act becoming a law, paragraph (n) of subsection (1) and paragraph (c) of subsection (2) of section 220.03, Florida Statutes, are amended to read:

220.03 Definitions.—

(1) SPECIFIC TERMS.—When used in this code, and when not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the following terms shall have the following meanings:

(n) “Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended and in effect on January 1, 2024 2023, except as provided in subsection (3).

(2) DEFINITIONAL RULES.—When used in this code and neither otherwise distinctly expressed nor manifestly incompatible with the intent thereof:

(c) Any term used in this code has the same meaning as when used in a comparable context in the Internal Revenue Code and other statutes of the United States relating to federal income taxes, as such code and statutes are in effect on January 1, 2024 2023. However, if subsection (3) is implemented, the meaning of a term shall be taken at the time the term is applied under this code.

Section 38. (1) The amendment made by this act to s. 220.03, Florida Statutes, operates retroactively to January 1, 2024.

(2) This section shall take effect upon becoming a law.

Section 39. Section 220.19, Florida Statutes, is amended to read:

220.19 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. The credit must be earned pursuant to s. 402.261 on or before the date the taxpayer is required to file a return pursuant to s. 220.222. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the corporation, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by this chapter for that year exceeds the credit for which the corporation is eligible in that year under this section after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(2) A taxpayer that files a consolidated return in this state as a member of an affiliated group under s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under s. 402.261(2)(d). If a corporation receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- (a) “A” is the amount in dollars of the required repayment.
- (b) “C” is the total credits taken by the corporation for child care facility startup costs.
- (c) “N” is the number of months the facility was in operation.

This repayment requirement is inapplicable if the corporation goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 402.261 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department’s determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer’s noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer’s noncompliance with the requirement to pay tentative taxes.

(5) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34, the final amount due is the amount after credits earned under this section are deducted. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under this section, reduce any estimated payment in that taxable year by the amount of the credit.

Section 40. Subsections (1) through (4) of section 220.1915, Florida Statutes, are amended to read:

220.1915 Credit for qualified railroad reconstruction or replacement expenditures.—

(1) For purposes of this section:

(a) “Qualified expenditures” means gross expenditures made in this state by a qualifying railroad during the taxable year in which the credit is claimed, provided such expenditures were made on track that was owned or leased by a qualifying railroad on the last day of the prior calendar year, and were:

1. For the maintenance, reconstruction, or replacement of railroad infrastructure, including track, roadbed, bridges, industrial leads and sidings, or track-related structures which were owned or leased by the qualifying railroad; or

2. For new construction by the qualifying railroad of industrial leads, switches, spurs and sidings, and extensions of existing sidings located in this state.

(b) “Qualifying railroad” means any ~~taxpayer that was a~~ Class II or Class III railroad operating in this state on the last day of the calendar year prior to the taxable year for which the credit is claimed, pursuant to the classifications in effect for that year as set by the United States Surface Transportation Board or its successor.

(2)(a) For taxable years beginning on or after January 1, 2023, a qualifying railroad is eligible for a credit against the tax imposed by this chapter if it has qualified expenditures in this state in the taxable year.

(b) The credit allowed under this section is equal to 50 percent of a qualifying railroad’s qualified expenditures incurred in this state in the taxable year, as limited by paragraph (c).

(c) The amount of the credit may not exceed the product of \$3,500 and the number of miles of railroad track owned or leased within this state by the qualifying railroad as of the end of the calendar year prior to the taxable year in which the qualified expenditures were incurred. The Department of Transportation shall certify to the department the number of miles of railroad track within this state that each qualifying railroad owned or leased on the last day of each calendar year. Such certification must be provided to the department no later than the last business day of January for the prior year ending December 31.

(3)(a) A qualifying railroad must submit to the department ~~with its return~~ an application including any documentation or information required by the department to demonstrate eligibility for the credit allowed under this section. Such application must specify the taxable year for which the credit is requested, and may be filed at any time during that taxable year once the qualifying expenditures have been made. The application must be

filed no later than May 1 of the year following the year in which the qualifying expenditures were made.

~~(b) Only one application may be filed per qualifying railroad per taxable year. If the qualifying railroad is not a taxpayer under this chapter, the qualifying railroad must submit the required application including any documentation or information required by the department directly to the department no later than May 1 of the calendar year following the year in which the qualified expenditures were made, in accordance with rules adopted by the department.~~

~~(c) The qualifying railroad must include an affidavit certifying that all information contained in the application is true and correct, and supporting documentation must include any relevant information, as determined by the rules of the department, to verify eligibility of qualified expenditures made in this state for the credit allowed under this section. The supporting documentation must include, but is not limited to, the following:~~

~~1. The number of track miles owned or leased in this state by the qualifying railroad on the last day of the prior calendar year. If this number is different than the number provided by the Department of Transportation under paragraph (2)(c), the department shall use the number of miles provided by the Department of Transportation to calculate the limitation for the credit under that paragraph.~~

~~2. The total amount and description of each qualified expenditure.~~

~~3. Financial receipts or other records necessary to verify the accuracy of the information submitted pursuant to this subsection.~~

~~4. If a copy of any Internal Revenue Service Form 8900, or its equivalent, is if such documentation was filed with the Internal Revenue Service for any credit under 26 U.S.C. s. 45G for which the federal credit related in whole or in part to the qualified expenditures in this state for which the credit is sought, such form shall be provided to the department within 60 days of submission to the Internal Revenue Service. Approval of this credit shall not be delayed until, or contingent upon, receipt of such form. The department shall retain such form for any qualifying railroad that is a taxpayer under this chapter along with records related to the credit until the taxable period covered by the form is no longer subject to review or audit by the department.~~

~~(d) If the qualifying railroad is a taxpayer under this chapter and the credit earned exceeds the taxpayer's liability under this chapter for that year, or if the qualifying railroad is not a taxpayer under this chapter, The department must issue a letter to the qualifying railroad within 30 days after receipt of the completed application indicating the amount of the approved credit available for carryover or transfer in accordance with subsection (4).~~

(e) The department may consult with the Department of Transportation regarding the qualifications, ownership, or classification of any qualifying railroad applying for a credit under this section. The Department of Transportation shall provide technical assistance, when requested by the department, on any technical audits performed pursuant to this section, in addition to providing the annual certification under paragraph (2)(c).

(4)(a) If the credit granted under this section is not fully used in any one taxable year because of insufficient tax liability on the part of the qualifying railroad, or because the qualifying railroad is not subject to tax under this chapter, the unused amount may be carried forward for a period not to exceed 5 taxable years or may be transferred in accordance with paragraph (b). The carryover or transferred credit may be used in the year approved or any of the 5 subsequent taxable years, when the tax imposed by this chapter for that taxable year exceeds the credit for which the qualifying railroad or transferee under paragraph (b) is eligible in that taxable year under this subsection, after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. The credit under this section may be transferred, in whole or in part:

a. By written agreement to a taxpayer subject to the tax under this chapter and that either transports property using the rail facilities of any the qualifying railroad or furnishes railroad-related property or services, as those terms are defined in 26 C.F.R. s. 1.45G-1(b), to any railroad operating in this state, or is a railroad, ~~as those terms are defined in 26 C.F.R. s. 1.45G-1(b);~~ and

b. At any time after receipt of approval in paragraph (3)(d), or during the 5 taxable years following the taxable year the credit was originally earned by the qualifying railroad.

2. The written agreement required for transfer under this paragraph shall:

a. Be filed jointly by the qualifying railroad and the transferee with the department within 30 days after the transfer, in accordance with rules adopted by the department; and

b. Contain all of the following information: the name, address, and taxpayer identification number for the qualifying railroad and the transferee; the amount of the credit being transferred; the taxable year in which the credit was originally earned by the qualifying railroad; and the remaining taxable years for which the credit may be claimed.

Section 41. Section 220.1992, Florida Statutes, is created to read:

220.1992 Individuals with Unique Abilities Tax Credit Program.—

(1) For purposes of this section, the term:

(a) “Qualified employee” means an individual who has a disability, as that term is defined in s. 413.801, and has been employed for at least 6 months by a qualified taxpayer.

(b) “Qualified taxpayer” means a taxpayer who employs a qualified employee at a business located in this state.

(2) For a taxable year beginning on or after January 1, 2024, a qualified taxpayer is eligible for a credit against the tax imposed by this chapter in an amount up to \$1,000 for each qualified employee such taxpayer employed during the taxable year. The tax credit shall equal one dollar for each hour the qualified employee worked during the taxable year, up to 1,000 hours.

(3)(a) The department may adopt rules governing the manner and form of applications for the tax credit and establishing requirements for the proper administration of the tax credit. The form must include an affidavit certifying that all information contained within the application is true and correct and must require the taxpayer to specify the number of qualified employees for whom a credit under this section is being claimed and the number of hours each qualified employee worked during the taxable year.

(b) The department must approve the tax credit prior to the taxpayer taking the credit on a return. The department must approve credits on a first-come, first-served basis. If the department determines that an application is incomplete, the department shall notify the taxpayer in writing and the taxpayer shall have 30 days after receiving such notification to correct any deficiency. If corrected in a timely manner, the application must be deemed completed as of the date the application was first submitted.

(c) A taxpayer may not claim a tax credit of more than \$10,000 under this section in any one taxable year.

(d) A taxpayer may carry forward any unused portion of a tax credit under this section for up to 5 taxable years. The carryover may be used in a subsequent year when the tax imposed by this chapter for such year exceeds the credit for such year under this section after applying the other credits and unused credit carryovers in the order provided in s. 220.02(8).

(4) The combined total amount of tax credits which may be granted under this section is \$5 million in each of state fiscal years 2024-2025, 2025-2026, and 2026-2027.

(5) The department may consult with the Department of Commerce and the Agency for Persons with Disabilities to determine if an individual is a qualified employee. The Department of Commerce and the Agency for Persons with Disabilities shall provide technical assistance, when requested by the department, on any such question.

Section 42. Present paragraphs (c) and (d) of subsection (2) of section 220.222, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, and a new paragraph (c) is added to that subsection, to read:

220.222 Returns; time and place for filing.—

(2)

(c) When a taxpayer has been granted an extension or extensions of time within which to file its federal income tax return for any taxable year due to a federally declared disaster that included locations within this state, and if the requirements of s. 220.32 are met, the due date of the return required under this code is automatically extended to 15 calendar days after the due date for such taxpayer's federal income tax return, including any extensions provided for such return for a federally declared disaster. Nothing in this paragraph affects the authority of the executive director to order an extension or waiver pursuant to s. 213.055(2).

Section 43. Section 374.986, Florida Statutes, is amended to read:

374.986 Taxing authority.—

(1) ~~The property appraiser tax assessor~~, tax collector, and board of county commissioners of each and every county in said district, shall, when requested by the board, prepare from their official records and deliver any and all information that may be from time to time requested from him or her or them or either of them by the board regarding the tax valuation, assessments, collection, and any other information regarding the levy, assessment, and collection of taxes in each of said counties.

(2) The board may annually assess and levy against the taxable property in the district a tax not to exceed one-tenth mill on the dollar for each year, and the proceeds from such tax shall be used by the district for all expenses of the district including the purchase price of right-of-way and other property. The board shall, on or before the 31st day of July of each year, prepare a tentative annual written budget of the district's expected income and expenditures. In addition, the board shall compute a proposed millage rate to be levied as taxes for that year upon the taxable property in the district for the purposes of said district. The proposed budget shall be submitted to the Department of Environmental Protection for its approval. Prior to adopting a final budget, the district shall comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the district and shall also, by resolution, adopt a final budget pursuant to chapter 200. Copies of such resolutions executed in the name of the board by its chair, and attested by its secretary, shall be made and delivered to the county officials specified in s. 200.065 of each and every county in the district, to the Department of Revenue, and to the Chief Financial Officer. Thereupon, it shall be the duty of the property appraiser ~~assessor~~ of each of said counties to assess, and the tax collector of each of said counties to collect, a tax at the rate fixed by said resolution of the board upon all of the real and personal taxable property in said counties for said year (and such officers shall perform such duty) and said levy shall be included in the warrant of the tax assessors of each of said counties and attached to the assessment roll of taxes for each of said counties. The tax collectors of each of

said counties shall collect such taxes so levied by the board in the same manner as other taxes are collected, and shall pay the same within the time and in the manner prescribed by law, to the treasurer of the board. It shall be the duty of the Chief Financial Officer to assess and levy on all railroad lines and railroad property and telegraph lines and telegraph property in the district a tax at the rate prescribed by resolution of the board, and to collect the tax thereon in the same manner as he or she is required by law to assess and collect taxes for state and county purposes and to remit the same to the treasurer of the board. All such taxes shall be held by the treasurer of the district for the credit of the district and paid out by him or her as provided herein. The tax collector assessor and property appraiser of each of said counties shall be entitled to payment as provided for by general laws.

Section 44. Section 402.261, Florida Statutes, is created to read:

402.261 Child care tax credits.—

(1) For purposes of this section, the term:

(a) “Department” means the Department of Revenue.

(b) “Division” means the Division of Alcoholic Beverages and Tobacco of the Department of Business and Professional Regulation.

(c) “Eligible child” means the child or grandchild of an employee of a taxpayer, if such employee is the child or grandchild’s caregiver as defined in s. 39.01.

(d) “Eligible child care facility” means a child care facility that:

1. Is licensed under s. 402.305; or

2. Is exempt from licensure under s. 402.316.

(e) “Employee” includes full-time employees and part-time employees who work an average of at least 20 hours per week.

(f) “Maximum annual tax credit amount” means, for any state fiscal year, the sum of the amount of tax credits approved under this section, including tax credits to be taken under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(g) “Tax due” means any tax required under chapter 211, chapter 220, chapter 561, or chapter 624, or due under chapter 212 from a direct pay permitholder as a result of a direct pay permit held pursuant to s. 212.183.

(2)(a) A taxpayer who operates an eligible child care facility for the taxpayer’s employees is allowed a credit of 50 percent of the startup costs of such facility against any tax due for the taxable year such facility begins

operation as an eligible child care facility. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$1 million.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$250,000.

(b) A taxpayer who operates an eligible child care facility for the taxpayer's employees is allowed a credit of \$300 per month for each eligible child enrolled in such facility against any tax due for the taxable year. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$50,000.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$1 million.

(c) A taxpayer who makes payments to an eligible child care facility in the name and for the benefit of an employee employed by the taxpayer whose eligible child attends such facility is allowed a credit of 100 percent of the amount of such payments against any tax due for the taxable year up to a maximum credit of \$3,600 per child per taxable year. The taxpayer may make payments directly to the eligible child care facility or contract with an early learning coalition to process payments. The maximum credit amount a taxpayer may be granted in a taxable year under this paragraph is based on the average number of employees employed by the taxpayer during such year. For an employer that employed:

1. One to 19 employees, the maximum credit is \$50,000.
2. Twenty to 250 employees, the maximum credit is \$500,000.
3. More than 250 employees, the maximum credit is \$1 million.

(d) A taxpayer may qualify for a tax credit under more than one paragraph of this subsection; however, the total credit taken by such taxpayers in a single taxable year may not exceed the sum total of the maximum credit they are granted under each applicable paragraph.

(e) For state fiscal years 2024-2025, 2025-2026, and 2026-2027, the maximum annual tax credit amount is \$5 million.

(3)(a) If the credit granted under this section is not fully used within the specified state fiscal year for credits under s. 211.0254, s. 212.1835, or s. 561.1214, or against taxes due for the specified taxable year for credits under

s. 220.19 or s. 624.5107, because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 5 years. For purposes of s. 220.19, a credit carried forward may be used in a subsequent year after applying the other credits and unused carryovers in the order provided by s. 220.02(8).

(b)1. If a taxpayer receives a credit for startup costs pursuant to paragraph (2)(a), and the eligible child care facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula:

$$A = C \times (1 - (N/60))$$

Where:

- a. "A" is the amount, in dollars, of the required repayment.
- b. "C" is the total credits taken by the taxpayer for eligible child care facility startup costs against a tax due under this section.
- c. "N" is the number of months the eligible child care facility was in operation.

2. A taxpayer who is required to repay a pro rata share of the credit under this paragraph shall file an amended return with the department, or such other report as the department prescribes by rule, and pay such amount within 60 days after the last day of operation of the eligible child care facility. The department shall distribute such funds in accordance with the applicable statutory provision for the tax against which such credit was taken by that taxpayer.

(4)(a) A taxpayer may claim a credit only for the creation or operation of, or payments to, an eligible child care facility.

(b) The services of an eligible child care facility for which a taxpayer claims a credit under paragraph (2)(b) must be available to all employees employed by the taxpayer, or must be allocated on a first-come, first-served basis, and must be used by at least one eligible child.

(c) Two or more taxpayers may jointly establish and operate an eligible child care facility according to the provisions of this section. If two or more taxpayers choose to jointly establish and operate an eligible child care facility, or cause a not-for-profit taxpayer to establish and operate an eligible child care facility, the taxpayers must file a joint application, or the not-for-profit taxpayer may file an application, pursuant to subsection (5) setting forth the taxpayers' proposal. The participating taxpayers may proportion the available credits in any manner they choose. In the event the child care facility does not operate for 5 years, the repayment required under paragraph (3)(b) must be allocated among, and apply to, the participating taxpayers in the proportion that such taxpayers received the credit under this section.

(d) Child care payments for which a taxpayer claims a credit under paragraph (2)(c) may not exceed the amount charged by the eligible child care facility for other children of like age and ability of persons not employed by the taxpayer.

(5) Beginning October 1, 2024, a taxpayer may submit an application to the department for the purposes of determining qualification for a credit under this section. The department must approve the application for the credit before the taxpayer is authorized to claim the credit on a return.

(a) The application must include:

1.a. For a credit under paragraph (2)(a), a proposal for establishing an eligible child care facility for use by its employees, the number of eligible children expected to be enrolled, and the expected date operations will begin. A credit may not be claimed on a return until operations have begun. If the facility has begun to operate, the application must show the number of eligible children enrolled and the date the operation began.

b. For a credit under paragraph (2)(b), the total number of eligible children for whom child care will be provided at the eligible child care facility and the total number of months the facility is expected to operate during the taxable year in which the credit will be earned.

c. For a credit under paragraph (2)(c), the total number of eligible children for whom child care payments will be paid and the estimated total annual amount of such payments during the taxable year in which the credit will be earned.

2. The taxable year in which the credit is expected to be earned. A taxpayer may apply for a credit to be used for a prior taxable year at any time before the date on which the taxpayer is required to file a return for that year pursuant to s. 220.222.

3. For a credit under paragraph (2)(a) or paragraph (2)(b), a statement signed by a person authorized to sign on behalf of the taxpayer that the facility meets the definition of eligible child care facility and otherwise qualifies for the credit under this section. Such statement must be attached to the application.

(b) The department shall approve tax credits on a first-come, first-served basis, and must obtain the division's approval before approving a tax credit under s. 561.1214. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the taxpayer.

(6)(a) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 may be conveyed, transferred, or assigned between members

of an affiliated group of taxpayers if the type of tax credit under s. 211.0254, s. 212.1835, s. 220.19, s. 561.1214, or s. 624.5107 remains the same. A taxpayer shall notify the department of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations as defined in s. 220.03(1)(b). The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the department. The department shall obtain the division's approval before approving a conveyance, transfer, or assignment of a tax credit under s. 561.1214.

(b) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit approved under subsection (5). The amount rescinded shall become available for that state fiscal year to another taxpayer approved by the department under this section. The department must obtain the division's approval before accepting the rescindment of a tax credit under s. 561.1214. Any amount rescinded under this paragraph must become available to a taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the department.

(c) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (a), or the rescindment of a tax credit under paragraph (b), the department shall provide a copy of its approval or denial letter to the taxpayer requesting the conveyance, transfer, assignment, or rescindment.

(7)(a) The department may adopt rules to administer this section, including rules for the approval or disapproval of proposals submitted by taxpayers and rules to provide for cooperative arrangements between for-profit and not-for-profit taxpayers.

(b) The department's decision to approve or disapprove a proposal must be in writing, and, if the proposal is approved, the decision must state the maximum credit authorized for the taxpayer.

(c) In addition to its existing audit and investigation authority, the department may perform any additional financial and technical audits and investigations, including examining the accounts, books, or records of the tax credit applicant, which are necessary to verify the costs included in a credit application and to ensure compliance with this section.

(d) It is grounds for forfeiture of previously claimed and received tax credits if the department determines that a taxpayer received tax credits pursuant to this section to which the taxpayer was not entitled.

Section 45. Subsection (2) and paragraphs (a) and (b) of subsection (5) of section 402.62, Florida Statutes, are amended to read:

402.62 Strong Families Tax Credit.—

(2) STRONG FAMILIES TAX CREDITS; ELIGIBILITY.—

(a) The Department of Children and Families shall designate as an eligible charitable organization an organization that meets all of the following requirements:

1. Is exempt from federal income taxation under s. 501(c)(3) of the Internal Revenue Code.

2. Is a Florida entity formed under chapter 605, chapter 607, or chapter 617 and whose principal office is located in this state.

3. Provides direct services for at-risk families that do not have an open dependency case.

4. Provides services to:

a. Prevent child abuse, neglect, abandonment, or exploitation;

b. Assist fathers in learning and improving parenting skills or to engage absent fathers in being more engaged in their children's lives;

c. ~~Provide books to the homes of children eligible for a federal free or reduced-price meals program or those testing below grade level in kindergarten through grade 5;~~

d. Assist families with children who have a chronic illness or a physical, intellectual, developmental, or emotional disability; or

~~d.e.~~ Provide workforce development services to families of children eligible for a federal free or reduced-price meals program.

5.4. Provides to the Department of Children and Families accurate information, including, at a minimum, a description of the services provided by the organization which are eligible for funding under this section; the total number of individuals served through those services during the last calendar year and the number served during the last calendar year using funding under this section; basic financial information regarding the organization and services eligible for funding under this section; outcomes for such services; and contact information for the organization.

6.5. Annually submits a statement, signed under penalty of perjury by a current officer of the organization, that the organization meets all criteria to qualify as an eligible charitable organization, has fulfilled responsibilities under this section for the previous fiscal year if the organization received any funding through this credit during the previous year, and intends to fulfill its responsibilities during the upcoming year.

7.6. Provides any documentation requested by the Department of Children and Families to verify eligibility as an eligible charitable organization or compliance with this section.

(b) The Department of Children and Families may not designate as an eligible charitable organization an organization that:

1. Provides abortions or pays for or provides coverage for abortions; or
2. Has received more than 50 percent of its total annual revenue, not including revenue received pursuant to a contract under s. 409.1464, from a federal, state, or local governmental agency the Department of Children and Families, either directly or via a contractor of such an agency the department, in the prior fiscal year.

(5) STRONG FAMILIES TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in fiscal year ~~2024-2025~~ 2023-2024, the tax credit cap amount is ~~\$40~~ \$20 million in each state fiscal year.

(b) ~~Beginning October 1, 2021,~~ A taxpayer may submit an application to the Department of Revenue for a tax credit or credits to be taken under one or more of s. 211.0253, s. 212.1834, s. 220.1877, s. 561.1213, or s. 624.51057, beginning at 9 a.m. on the first day of the calendar year that is not a Saturday, Sunday, or legal holiday.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year for a credit under s. 220.1877 or s. 624.51057 or the applicable state fiscal year for a credit under s. 211.0253, s. 212.1834, or s. 561.1213. For purposes of s. 220.1877, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51057, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The application must specify the eligible charitable organization to which the proposed contribution will be made. The Department of Revenue shall approve tax credits on a first-come, first-served basis and must obtain the division's approval before approving a tax credit under s. 561.1213.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the eligible charitable organization specified by the taxpayer in the application.

Section 46. For the \$20 million in additional credit under s. 402.62, Florida Statutes, available for fiscal year 2024-2025 pursuant to changes made by this act, a taxpayer may submit an application to the Department of Revenue beginning at 9 a.m. on July 1, 2024.

Section 47. Subsection (1) of section 413.4021, Florida Statutes, is amended to read:

413.4021 Program participant selection; tax collection enforcement diversion program.—The Department of Revenue, in coordination with the Florida Association of Centers for Independent Living and the Florida Prosecuting Attorneys Association, shall select judicial circuits in which to operate the program. The association and the state attorneys' offices shall develop and implement a tax collection enforcement diversion program, which shall collect revenue due from persons who have not remitted their collected sales tax. The criteria for referral to the tax collection enforcement diversion program shall be determined cooperatively between the state attorneys' offices and the Department of Revenue.

(1) Notwithstanding s. 212.20, 100 75 percent of the revenues collected from the tax collection enforcement diversion program shall be deposited into the special reserve account of the Florida Association of Centers for Independent Living, to be used to administer the James Patrick Memorial Work Incentive Personal Attendant Services and Employment Assistance Program and to contract with the state attorneys participating in the tax collection enforcement diversion program in an amount of not more than \$75,000 for each state attorney.

Section 48. Present paragraph (b) of subsection (1) of section 561.121, Florida Statutes, is redesignated as paragraph (c), and a new paragraph (b) is added to that subsection, to read:

561.121 Deposit of revenue.—

(1) All state funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12 shall be paid into the State Treasury and disbursed in the following manner:

(b)1. After the distribution in paragraph (a), from the remainder of the funds collected pursuant to ss. 563.05, 564.06, 565.02(9), and 565.12, 13 percent of monthly collections shall be paid in the following shares:

a. One-third to the University of Miami Sylvester Comprehensive Cancer Center;

b. One-sixth to the Brain Tumor Immunotherapy Program at the University of Florida Health Shands Cancer Center;

c. One-sixth to the Norman Fixel Institute for Neurological Diseases at the University of Florida; and

d. One-third to the Mayo Clinic Comprehensive Cancer Center in Jacksonville.

2. The distributions in subparagraph 1. may not exceed \$30 million per fiscal year.

3. These funds are appropriated monthly, to be used for lawful purposes, including constructing, furnishing, equipping, financing, operating, and

maintaining cancer research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties owned or leased by the University of Miami Sylvester Comprehensive Cancer Center, the University of Florida Health Shands Cancer Center, and the Mayo Clinic Comprehensive Cancer Center in Jacksonville; and constructing, furnishing, equipping, financing, operating, and maintaining neurological disease research and clinical and related facilities, and furnishing, equipping, operating, and maintaining other properties, owned or leased by the Norman Fixel Institute for Neurological Diseases at the University of Florida. Moneys distributed pursuant to this paragraph may not be used to secure bonds or other forms of indebtedness nor be pledged for debt service. This paragraph is repealed June 30, 2054.

Section 49. Section 561.1214, Florida Statutes, is created to read:

561.1214 Child care tax credits.—Beginning January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due under s. 563.05, s. 564.06, or s. 565.12, except excise taxes imposed on wine produced by manufacturers in this state from products grown in this state. However, a credit allowed under this section may not exceed 90 percent of the tax due on the return on which the credit is taken. For purposes of the distributions of tax revenue under ss. 561.121 and 564.06(10), the division shall disregard any tax credits allowed under this section to ensure that any reduction in tax revenue received which is attributable to the tax credits results only in a reduction in distributions to the General Revenue Fund. The provisions of s. 402.261 apply to the credit authorized by this section.

Section 50. Notwithstanding the expiration date in section 41 of chapter 2023-157, Laws of Florida, section 571.26, Florida Statutes, is reenacted to read:

571.26 Florida Agricultural Promotional Campaign Trust Fund.—There is hereby created the Florida Agricultural Promotional Campaign Trust Fund within the Department of Agriculture and Consumer Services to receive all moneys related to the Florida Agricultural Promotional Campaign. Moneys deposited in the trust fund shall be appropriated for the sole purpose of implementing the Florida Agricultural Promotional Campaign, except for money deposited in the trust fund pursuant to s. 212.20(6)(d)6.h., which shall be held separately and used solely for the purposes identified in s. 571.265.

Section 51. Section 41 of chapter 2023-157, Laws of Florida, is repealed.

Section 52. Subsection (5) of section 571.265, Florida Statutes, is amended to read:

571.265 Promotion of Florida thoroughbred breeding and of thoroughbred racing at Florida thoroughbred tracks; distribution of funds.—

(5)—This section is repealed July 1, 2025, unless reviewed and saved from repeal by the Legislature.

Section 53. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; the credit allowed under s. 624.5107; all other available credits and deductions.

Section 54. Section 624.5107, Florida Statutes, is amended to read:

624.5107 Child care tax credits.—

(1) For taxable years beginning on or after January 1, 2024, there is allowed a credit pursuant to s. 402.261 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner. If the credit granted under this section is not fully used in any one year because of insufficient tax liability on the part of the insurer, the unused amount may be carried forward for a period not to exceed 5 years. The carryover credit may be used in a subsequent year when the tax imposed by s. 624.509 or s. 624.510 for that year exceeds the credit for which the insurer is eligible in that year under this section.

(2) For purposes of determining whether a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.5107 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit. If an insurer receives a credit for child care facility startup costs, and the facility fails to operate for at least 5 years, a pro rata share of the credit must be repaid, in accordance with the formula: $A = C \times (1 - (N/60))$, where:

(a) —“A” is the amount in dollars of the required repayment.

(b) —“C” is the total credits taken by the insurer for child care facility startup costs.

(c) —“N” is the number of months the facility was in operation.

~~This repayment requirement is inapplicable if the insurer goes out of business or can demonstrate to the department that its employees no longer want to have a child care facility.~~

(3) The provisions of s. 402.261 apply to the credit authorized by this section.

Section 55. The amendments made by this act to ss. 220.19, 624.509, and 624.5107, Florida Statutes, and ss. 211.0254, 212.1835, 402.261, and 561.1214, Florida Statutes, as created by this act, apply retroactively to January 1, 2024.

Section 56. Section 624.5108, Florida Statutes, is created to read:

624.5108 Property insurance discount to policyholders; insurance premium deduction; insurer credit for deductions.—

(1) An insurer must deduct the following amounts from the total charged for the following policies:

(a) For a policy providing residential coverage on a dwelling, an amount equal to 1.75 percent of the premium, as defined in s. 627.403.

(b) For a policy providing residential coverage on a dwelling, the amount charged for the State Fire Marshal regulatory assessment under s. 624.515.

(c) For a policy, contract, or endorsement providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein, an amount equal to 1.75 percent of the premium, as defined in s. 627.403. As used in this paragraph, the term “flood” has the same meaning as provided in s. 627.715(1)(b).

For the purposes of this section, residential coverage excludes tenant coverage.

(2) The deductions under this section apply to policies that provide coverage for a 12-month period with an effective date between October 1, 2024, and September 30, 2025. The deductions amount must be separately stated on the policy declarations page.

(3) When reporting policy premiums for purposes of computing taxes levied under s. 624.509, an insurer must report the full policy premium value before applying deductions under this section. The deductions provided to policyholders in subsection (1) do not reduce the direct written premium of the insurer for any purposes.

(4) For the taxable years beginning on January 1, 2024, and January 1, 2025, there is allowed a credit of 100 percent of the amount of deductions provided to policyholders pursuant to subsection (1) against any tax due

under s. 624.509(1) after all other credits and deductions have been taken in the order provided in s. 624.509(7).

(5) An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit the credit available to insurers in any manner.

(6) If the credit provided for under subsection (4) is not fully used in any one taxable year because of insufficient tax liability, the Department of Revenue must refund the unused amount of credit out of the General Revenue Fund to the insurer.

(7) In the event that an insurer refunds some or all of a policy that received a deduction pursuant to subsection (1), for which the insurer has received a credit under subsection (4) or a refund under subsection (6), the insurer must repay to the Department of Revenue for deposit into the General Revenue fund that portion of the credit or refund received by the insurer that equals the deduction under subsection (1) on the portion of the policy that was refunded.

(8) Every insurer required to provide a premium deduction under this section must include all of the following information with its quarterly and annual statements under s. 624.424:

(a) The number of policies that received a deduction under this section during the period covered by the statement.

(b) The total amount of deductions provided by the insurer during the period covered by the statement.

(c) The total premium related to insurance policies providing residential coverage on a dwelling.

(d) The total premium related to policies, contracts, or endorsements providing personal or commercial lines coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein.

(9) The office must include the same information required under subsection (8) in the reports required under s. 624.315.

(10) In addition to its existing audit and investigation authority, the Department of Revenue may perform any additional financial and technical audits and investigations, including examining the accounts, books, and records of an insurer claiming a credit under subsection (4), which are necessary to verify the information included in the tax return and to ensure compliance with this section. The office shall provide technical assistance when requested by the Department of Revenue on any technical audits or examinations performed pursuant to this section.

(11) In addition to its existing examination authority and duties under s. 624.316, the office shall examine the information required to be reported under subsection (8) and shall take corrective measures as provided in ss. 624.310(5) and 624.4211 for any insurer not in compliance with this section.

(12) The Department of Revenue and the office are authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4) to implement the provisions of this section. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(13) This section is repealed December 31, 2030.

Section 57. Disaster preparedness supplies; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from June 1, 2024, through June 14, 2024, or during the period from August 24, 2024, through September 6, 2024, on the sale of:

- (a) A portable self-powered light source with a sales price of \$40 or less.
- (b) A portable self-powered radio, two-way radio, or weather-band radio with a sales price of \$50 or less.
- (c) A tarpaulin or other flexible waterproof sheeting with a sales price of \$100 or less.
- (d) An item normally sold as, or generally advertised as, a ground anchor system or tie-down kit with a sales price of \$100 or less.
- (e) A gas or diesel fuel tank with a sales price of \$50 or less.
- (f) A package of AA-cell, AAA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding automobile and boat batteries, with a sales price of \$50 or less.
- (g) A nonelectric food storage cooler with a sales price of \$60 or less.
- (h) A portable generator used to provide light or communications or preserve food in the event of a power outage with a sales price of \$3,000 or less.
- (i) Reusable ice with a sales price of \$20 or less.
- (j) A portable power bank with a sales price of \$60 or less.
- (k) A smoke detector or smoke alarm with a sales price of \$70 or less.
- (l) A fire extinguisher with a sales price of \$70 or less.

- (m) A carbon monoxide detector with a sales price of \$70 or less.
- (n) The following supplies necessary for the evacuation of household pets purchased for noncommercial use:
1. Bags of dry dog food or cat food weighing 50 or fewer pounds with a sales price of \$100 or less per bag.
 2. Cans or pouches of wet dog food or cat food with a sales price of \$10 or less per can or pouch or the equivalent if sold in a box or case.
 3. Over-the-counter pet medications with a sales price of \$100 or less per item.
 4. Portable kennels or pet carriers with a sales price of \$100 or less per item.
 5. Manual can openers with a sales price of \$15 or less per item.
 6. Leashes, collars, and muzzles with a sales price of \$20 or less per item.
 7. Collapsible or travel-sized food bowls or water bowls with a sales price of \$15 or less per item.
 8. Cat litter weighing 25 or fewer pounds with a sales price of \$25 or less per item.
 9. Cat litter pans with a sales price of \$15 or less per item.
 10. Pet waste disposal bags with a sales price of \$15 or less per package.
 11. Pet pads with a sales price of \$20 or less per box or package.
 12. Hamster or rabbit substrate with a sales price of \$15 or less per package.
 13. Pet beds with a sales price of \$40 or less per item.
- (2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.
- (3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.
- (4) This section shall take effect upon this act becoming a law.

Section 58. Freedom Month; sales tax holiday.—

(1) The taxes levied under chapter 212, Florida Statutes, may not be collected on purchases made during the period from July 1, 2024, through July 31, 2024, on:

(a) The sale by way of admissions, as defined in s. 212.02(1), Florida Statutes, for:

1. A live music event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

2. A live sporting event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

3. A movie to be shown in a movie theater on any date or dates from July 1, 2024, through December 31, 2024;

4. Entry to a museum, including any annual passes;

5. Entry to a state park, including any annual passes;

6. Entry to a ballet, play, or musical theatre performance scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024;

7. Season tickets for ballets, plays, music events, or musical theatre performances;

8. Entry to a fair, festival, or cultural event scheduled to be held on any date or dates from July 1, 2024, through December 31, 2024; or

9. Use of or access to private and membership clubs providing physical fitness facilities from July 1, 2024, through December 31, 2024.

(b) The retail sale of boating and water activity supplies, camping supplies, fishing supplies, general outdoor supplies, residential pool supplies, and electric scooters. As used in this section, the term:

1. "Boating and water activity supplies" means life jackets and coolers with a sales price of \$75 or less; recreational pool tubes, pool floats, inflatable chairs, and pool toys with a sales price of \$35 or less; safety flares with a sales price of \$50 or less; water skis, wakeboards, kneeboards, and recreational inflatable water tubes or floats capable of being towed with a sales price of \$150 or less; paddleboards and surfboards with a sales price of \$300 or less; canoes and kayaks with a sales price of \$500 or less; paddles and oars with a sales price of \$75 or less; and snorkels, goggles, and swimming masks with a sales price of \$25 or less.

2. "Camping supplies" means tents with a sales price of \$200 or less; sleeping bags, portable hammocks, camping stoves, and collapsible camping chairs with a sales price of \$50 or less; and camping lanterns and flashlights with a sales price of \$30 or less.

3. “Electric scooter” means a vehicle having two or fewer wheels, with or without a seat or saddle for the use of the rider, which is equipped to be propelled by an electric motor and which weighs less than 75 pounds, is less than 2 feet wide, and is designed for a maximum speed of less than 35 miles per hour, with a sales price of \$500 or less.

4. “Fishing supplies” means rods and reels with a sales price of \$75 or less if sold individually, or \$150 or less if sold as a set; tackle boxes or bags with a sales price of \$30 or less; and bait or fishing tackle with a sales price of \$5 or less if sold individually, or \$10 or less if multiple items are sold together. The term does not include supplies used for commercial fishing purposes.

5. “General outdoor supplies” means sunscreen, sunblock, or insect repellent with a sales price of \$15 or less; sunglasses with a sales price of \$100 or less; binoculars with a sales price of \$200 or less; water bottles with a sales price of \$30 or less; hydration packs with a sales price of \$50 or less; outdoor gas or charcoal grills with a sales price of \$250 or less; bicycle helmets with a sales price of \$50 or less; and bicycles with a sales price of \$500 or less.

6. “Residential pool supplies” means individual residential pool and spa replacement parts, nets, filters, lights, and covers with a sales price of \$100 or less; and residential pool and spa chemicals purchased by an individual with a sales price of \$150 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) If a purchaser of an admission purchases the admission exempt from tax pursuant to this section and subsequently resells the admission, the purchaser must collect tax on the full sales price of the resold admission.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 59. Clothing, wallets, and bags; school supplies; learning aids and jigsaw puzzles; personal computers and personal computer-related accessories; sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from July 29, 2024, through August 11, 2024, on the retail sale of:

(a) Clothing, wallets, or bags, including handbags, backpacks, fanny packs, and diaper bags, but excluding briefcases, suitcases, and other garment bags, having a sales price of \$100 or less per item. As used in this paragraph, the term “clothing” means:

1. Any article of wearing apparel intended to be worn on or about the human body, excluding watches, watchbands, jewelry, umbrellas, and handkerchiefs; and

2. All footwear, excluding skis, swim fins, roller blades, and skates.

(b) School supplies having a sales price of \$50 or less per item. As used in this paragraph, the term “school supplies” means pens, pencils, erasers, crayons, notebooks, notebook filler paper, legal pads, binders, lunch boxes, construction paper, markers, folders, poster board, composition books, poster paper, scissors, cellophane tape, glue or paste, rulers, computer disks, staplers and staples used to secure paper products, protractors, and compasses.

(c) Learning aids and jigsaw puzzles having a sales price of \$30 or less. As used in this paragraph, the term “learning aids” means flashcards or other learning cards, matching or other memory games, puzzle books and search-and-find books, interactive or electronic books and toys intended to teach reading or math skills, and stacking or nesting blocks or sets.

(d) Personal computers or personal computer-related accessories purchased for noncommercial home or personal use having a sales price of \$1,500 or less. As used in this paragraph, the term:

1. “Personal computers” includes electronic book readers, calculators, laptops, desktops, handhelds, tablets, or tower computers. The term does not include cellular telephones, video game consoles, digital media receivers, or devices that are not primarily designed to process data.

2. “Personal computer-related accessories” includes keyboards, mice, personal digital assistants, monitors, other peripheral devices, modems, routers, and nonrecreational software, regardless of whether the accessories are used in association with a personal computer base unit. The term does not include furniture or systems, devices, software, monitors with a television tuner, or peripherals that are designed or intended primarily for recreational use.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The tax exemptions provided in this section apply at the option of the dealer if less than 5 percent of the dealer’s gross sales of tangible personal property in the prior calendar year consisted of items that would be exempt

under this section. If a qualifying dealer chooses not to participate in the tax holiday, by July 15, 2024, the dealer must notify the Department of Revenue in writing of its election to collect sales tax during the holiday and must post a copy of that notice in a conspicuous location at its place of business.

(4) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(5) This section shall take effect upon this act becoming a law.

Section 60. Tools commonly used by skilled trade workers; Tool Time sales tax holiday.—

(1) The tax levied under chapter 212, Florida Statutes, may not be collected during the period from September 1, 2024, through September 7, 2024, on the retail sale of:

- (a) Hand tools with a sales price of \$50 or less per item.
- (b) Power tools with a sales price of \$300 or less per item.
- (c) Power tool batteries with a sales price of \$150 or less per item.
- (d) Work gloves with a sales price of \$25 or less per pair.
- (e) Safety glasses with a sales price of \$50 or less per pair, or the equivalent if sold in sets of more than one pair.
- (f) Protective coveralls with a sales price of \$50 or less per item.
- (g) Work boots with a sales price of \$175 or less per pair.
- (h) Tool belts with a sales price of \$100 or less per item.
- (i) Duffle bags or tote bags with a sales price of \$50 or less per item.
- (j) Tool boxes with a sales price of \$75 or less per item.
- (k) Tool boxes for vehicles with a sales price of \$300 or less per item.
- (l) Industry textbooks and code books with a sales price of \$125 or less per item.
- (m) Electrical voltage and testing equipment with a sales price of \$100 or less per item.
- (n) LED flashlights with a sales price of \$50 or less per item.
- (o) Shop lights with a sales price of \$100 or less per item.
- (p) Handheld pipe cutters, drain opening tools, and plumbing inspection equipment with a sales price of \$150 or less per item.

- (q) Shovels with a sales price of \$50 or less.
- (r) Rakes with a sales price of \$50 or less.
- (s) Hard hats and other head protection with a sales price of \$100 or less.
- (t) Hearing protection items with a sales price of \$75 or less.
- (u) Ladders with a sales price of \$250 or less.
- (v) Fuel cans with a sales price of \$50 or less.
- (w) High visibility safety vests with a sales price of \$30 or less.

(2) The tax exemptions provided in this section do not apply to sales within a theme park or entertainment complex as defined in s. 509.013(9), Florida Statutes, within a public lodging establishment as defined in s. 509.013(4), Florida Statutes, or within an airport as defined in s. 330.27(2), Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

Section 61. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, to implement the amendments made by this act to ss. 206.9931, 212.05, 212.054, 213.21, 213.67, 220.03, 220.19, 220.1915, 624.509, and 624.5107, Florida Statutes, and the creation by this act of ss. 211.0254, 212.1835, 220.1992, 402.261, and 561.1214, Florida Statutes. Notwithstanding any other provision of law, emergency rules adopted pursuant to this subsection are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section shall take effect upon this act becoming a law and expires July 1, 2027.

Section 62. (1) For fiscal year 2024-2025, the sum of \$200,000 is appropriated from the General Revenue Fund to the Department of Revenue to offset the reductions in ad valorem tax revenue experienced by fiscally constrained counties, as defined in s. 218.67(1), Florida Statutes, in complying with s. 197.319, Florida Statutes.

(2) To participate in the distribution of the appropriation, each affected taxing jurisdiction must apply to the Department of Revenue by October 1, 2024, and provide documentation supporting the taxing jurisdiction's reduction in ad valorem tax revenue in the form and manner prescribed by the department. The documentation must include a copy of the notice required by s. 197.319(5)(b), Florida Statutes, from the tax collector who reports to the affected taxing jurisdiction of the reduction in ad valorem

taxes the taxing jurisdiction will incur as a result of the implementation of s. 197.319, Florida Statutes.

(3) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of implementing this section.

(4) This section shall take effect upon becoming a law and is repealed June 30, 2026.

Section 63. For the 2024-2025 fiscal year, the sum of \$408,604 in nonrecurring funds is appropriated from the General Revenue Fund to the Department of Revenue for the purpose of implementing this act.

Section 64. Except as otherwise provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2024.

Approved by the Governor May 7, 2024.

Filed in Office Secretary of State May 7, 2024.



Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Martin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastian-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		-391,382	-518,574	-612,484	-614,003	-487,175	-76,294

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/2/2024

Effective: 4/1/2024

Implement on/before: 5/16/2024

4/22/2024 add HS Gulf & Levy

2024 Income Limits and Rent Limits

Florida Housing Finance Corporation

Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Pasco County (Tampa-St.Petersburg- Clearwater MSA)	20%	13,380	15,280	17,200	19,100	20,640	22,160	23,700	25,220	26,740	28,268	334	358	430	496	554	611
	25%	16,725	19,100	21,500	23,875	25,800	27,700	29,625	31,525	33,425	35,335	418	447	537	620	692	764
	28%	18,732	21,392	24,080	26,740	28,896	31,024	33,180	35,308	37,436	39,575	468	501	602	695	775	856
	30%	20,070	22,920	25,800	28,650	30,960	33,240	35,550	37,830	40,110	42,402	501	537	645	745	831	917
	33%	22,077	25,212	28,380	31,515	34,056	36,564	39,105	41,613	44,121	46,642	551	591	709	819	914	1,008
	35%	23,415	26,740	30,100	33,425	36,120	38,780	41,475	44,135	46,795	49,469	585	626	752	869	969	1,070
	40%	26,760	30,560	34,400	38,200	41,280	44,320	47,400	50,440	53,480	56,536	669	716	860	993	1,108	1,223
	45%	30,105	34,380	38,700	42,975	46,440	49,860	53,325	56,745	60,165	63,603	752	806	967	1,117	1,246	1,375
	50%	33,450	38,200	43,000	47,750	51,600	55,400	59,250	63,050	66,850	70,670	836	895	1,075	1,241	1,385	1,528
	60%	40,140	45,840	51,600	57,300	61,920	66,480	71,100	75,660	80,220	84,804	1,003	1,074	1,290	1,490	1,662	1,834
	70%	46,830	53,480	60,200	66,850	72,240	77,560	82,950	88,270	93,590	98,938	1,170	1,253	1,505	1,738	1,939	2,140
	80%	53,520	61,120	68,800	76,400	82,560	88,640	94,800	100,880	106,960	113,072	1,338	1,433	1,720	1,987	2,216	2,446
	120%	80,280	91,680	103,200	114,600	123,840	132,960	142,200	151,320	160,440	169,608	2,007	2,149	2,580	2,980	3,324	3,669
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280
Pinellas County (Tampa-St.Petersburg- Clearwater MSA)	20%	13,380	15,280	17,200	19,100	20,640	22,160	23,700	25,220	26,740	28,268	334	358	430	496	554	611
	25%	16,725	19,100	21,500	23,875	25,800	27,700	29,625	31,525	33,425	35,335	418	447	537	620	692	764
	28%	18,732	21,392	24,080	26,740	28,896	31,024	33,180	35,308	37,436	39,575	468	501	602	695	775	856
	30%	20,070	22,920	25,800	28,650	30,960	33,240	35,550	37,830	40,110	42,402	501	537	645	745	831	917
	33%	22,077	25,212	28,380	31,515	34,056	36,564	39,105	41,613	44,121	46,642	551	591	709	819	914	1,008
	35%	23,415	26,740	30,100	33,425	36,120	38,780	41,475	44,135	46,795	49,469	585	626	752	869	969	1,070
	40%	26,760	30,560	34,400	38,200	41,280	44,320	47,400	50,440	53,480	56,536	669	716	860	993	1,108	1,223
	45%	30,105	34,380	38,700	42,975	46,440	49,860	53,325	56,745	60,165	63,603	752	806	967	1,117	1,246	1,375
	50%	33,450	38,200	43,000	47,750	51,600	55,400	59,250	63,050	66,850	70,670	836	895	1,075	1,241	1,385	1,528
	60%	40,140	45,840	51,600	57,300	61,920	66,480	71,100	75,660	80,220	84,804	1,003	1,074	1,290	1,490	1,662	1,834
	70%	46,830	53,480	60,200	66,850	72,240	77,560	82,950	88,270	93,590	98,938	1,170	1,253	1,505	1,738	1,939	2,140
	80%	53,520	61,120	68,800	76,400	82,560	88,640	94,800	100,880	106,960	113,072	1,338	1,433	1,720	1,987	2,216	2,446
	120%	80,280	91,680	103,200	114,600	123,840	132,960	142,200	151,320	160,440	169,608	2,007	2,149	2,580	2,980	3,324	3,669
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280

NOTICE OF PROPOSED RESOLUTION TO NOT EXEMPT PROPERTY UNDER FLORIDA STATUTES SECTION 196.1978(3)(D)1.A

The City of Tarpon Springs, Florida, proposes to adopt the following Resolution.

RESOLUTION 2024-38

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(D)1.A, FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."; PROVIDING FOR FINDINGS; PROVIDING FOR SCRIVENER'S ERROR; AND FOR AN EFFECTIVE DATE.

A Public Hearing on the proposed resolution will be held before the **Board of Commissioners** on:

Tuesday, October 15, 2024 at 7:30 P.M.

THE PUBLIC HEARING WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611), City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at www.ctsfl.us. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.