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, FEBRUARY 18, 2025
6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION

1. Peace Pole Tarpon Springs - Peace4Tarpon and Tarpon Springs Rotary **(Robin Saenger, Peace4Tarpon and Susan Carson, Rotary)**

PUBLIC COMMENTS

CONSENT AGENDA

2. Special Events:
   a. Taste of Tarpon May 17 & Oct. 18, 2025 **(Tom Funcheon Public Works Director)**
   b. 34th Annual Thanksgiving Arts & Crafts Festival 2025 **(Tom Funcheon Public Works Director)**
   c. St. Nicholas Cathedral Procession 2025 **(Tom Funcheon Public Works Director)**
   d. Tarpon Springs Rotary Triathlon 2025 **(Tom Funcheon Public Works Director)**
3. Attorney's Fees:
   a. Unice Salzman Jensen, P.A. Invoice 84726 **(Charles Rudd City Manager)**
   b. Dickman Law Firm Statement Number 4 **(Charles Rudd City Manager)**
4. Award File No. 250119-N-AS, Public Safety Health Screenings **(Frank Ruggiero Assistant Police Chief, Janina Lewis Procurement Director)**
5. Award File No. 250118-C-AS, Trash Receptacles and Lids **(Tom Funcheon Public Works Director, Marco Villagomez Solid Waste Supervisor, Janina Lewis Procurement Director)**
6. Extend File No. 190049-P-CM, Video Surveillance System **(Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Director)**

BUSINESS ITEMS

7. Discussion of Award File No. 250117-C-PH Security Guard Services vs Employing a Guard **(Charles Rudd City Manager, Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**
8. Award File No. 250003-P-AS, Employee Benefits Brokerage and Consulting Services **(Jane Kniffen Human Resources Director, Janina Lewis Procurement Director)**
9. Renew File No. 230214-C-AS, Pipelining and Rehabilitation Services **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor)**

10. Increase File No. 220142-B-JL, Tree Removal and Related Services **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**
11. Audit of the Public Works-Sanitation Division (#09_2025) **(Billy Poulos City Internal Auditor)**
12. Consideration of Attorney Services and Change Commission Meeting Dates to Accomodate **(Charles Rudd City Manager)**

ORDINANCES AND RESOLUTIONS

13. **Resolution 2025-18:** Ratification of Executive Orders 2025-12, and 2025-14 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Helene **(Charles Rudd City Manager)**
14. **Resolution 2025-19:** Ratification of Executive Orders 2025-13, and 2025-15 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton **(Charles Rudd City Manager)**
15. **Resolution 2025-16:** Authorizing Re-Appointment of a Temporary Part-Time Staff Position of Senior Administrator, and Providing for an Effective Date of March 7, 2025 **(Charles Rudd City Manager)**
16. **Resolution 2025-20:** Support of a Pinellas County Grant Application for the Elevation of Traffic Signal Cabinets Throughout Pinellas County and in the City of Tarpon Springs **(Bob Robertson Project Administration Dept. Director)**
17. **Resolution 2025-17:** Ratification of Executive Order 2025-11 Allowing for an Extension to Connect to the City's Public Sewer System Due to the State of Local Emergency **(Tom Kiger Public Services Director)**
18. **Resolution 2025-14**: Final Subdivision Plat for North Lake Estates Subdivision (Application 24-37)**(Renea Vincent Planning and Zoning Director)(Quasi-Judicial)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

What is a Peace Pole?

A Peace Pole is an internationally recognized symbol of the hopes and dreams of the entire human family, standing vigilant in silent prayer for peace on earth.

The Peace Pole project was started in Japan by Masahisa Goi (1919-1980), who dedicated his life to spreading the message, May Peace Prevail on Earth. Mr. Goi was greatly affected by the destruction caused by World War II and the atomic bombs which fell on the city of Hiroshima and Nagaski.

There are tens of thousands of Peace Poles in 180 countries all over the world dedicated as monuments to peace. They serve as constant reminders for us to visualize and pray for peace.

The Rotary clubs of Dunedin are inviting participants to their Peace Pole location at 1920 Pinehurst Rd, Dunedin for their 4th Annual Peace Pole event on Wednesday, February 19, 2025.

The Rotary Club of Tarpon Springs and Peace 4 Tarpon are asking for permission to move forward in the planning of placing a Peace Pole in the Live Oaks Recreational Complex.

Both organizations have dedicated some seed money to this project. We are also hoping for the Garden Club and other interested locals to participate. Once built, the area will be maintained by the City of Tarpon Springs.

Public Works Department
Office of the Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 18, 2025

Re: Special Event – Taste of Tarpon May 17 & October 18, 2025
Fundraiser for Tarpon Springs Chamber of Commerce

Recommendation:

That the Mayor and Board of Commissioners approve the Chamber of Commerce Special Event application for the "Taste of Tarpon" on May 17 and October 18, 2025. There will be tables set up in the Forbes Lot on Tarpon Ave. Promoting local restaurants in Downtown Tarpon Springs and the Sponge Docks.

Background:

This event has been approved by the Special Events Review Committee.

The hours of the event will be 12:00 p.m. to 5:30 p.m. on Saturday May 17 and October 18, 2025. Entrance fee will be $35.00 which will provide food and non-alcoholic beverages. The event will allow ticket holders to sample different foods from restaurants in Downtown, along Alt 19 and the Sponge Docks. Proceeds will go towards Chamber of Commerce operations.

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

The Sponsor/User remains obligated to contact area businesses that may be affected by this event and resolve any problems that may arise. It is expected that no businesses shall be unreasonably affected by the proposed event.

It is further understood that the sponsor shall be responsible to return the site to the same condition it was in prior to the event.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 01/23/2025

Name of Event: Taste of Tarpon - May

Date(s) of Event: 05/17/2025

Alternate Date(s): none

Hours of Event: 12:00 – 5:30

Set up/break down time needed: Forbes Lot (Tarpon Ave.)

Type/Purpose of Event: Promoting restaurants in Downtown and Sponge Docks; Fundraising for Chamber of Commerce

Location of Event (include map for parade/procession routes with assembly and disband points): In and out of restaurants in Downtown, Alt. 19, and Sponge Docks.

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

Disposition of Proceeds: Chamber of Commerce operations

Applicant Information:

Name of Organization: Tarpon Springs Chamber of Commerce

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

Organizations Address: 1 N. Pinellas Ave., Tarpon Springs

Individual to Contact: Jean Hungiville (Telephone #) 727-737-6109

(email) president@tarponspringschamber.org

Alternative Contact: Jackie Fugate (Telephone #) 727-937-6109

(email) Jackie@tarponspringschamber.org

General Information:

Number of Vendors: 8 - 10 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): N/A

Approximate Number of Attendees: 350 Entrance Fee: $ 35

Location for Attendee Parking: Public parking

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

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

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

Type & Location of Toilet Facilities: Public restrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: Restaurant tents in Forbes Lot (Tarpon Ave.)

How will Structure be Secured: Weighted tie downs

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

If parade # of: Participants_____ Animals_____ Floats _____ Bands _____ Other _____

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

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☒

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: Forbes Lot (Tarpon Ave.) - Generator

Public Restrooms: ☒ Hours of Opening/Closing: Regular hours

Street Banners: ☒ Location: _____ All City locations

Electric Message Board: ☐ _____

Additional City Trash Cans: ☒ 3 – 4 cans

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: N/A

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

I (we) have read and completed this application, and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as

set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Jean Hungiville 01/23/2025

Signature of Applicant Date

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 01/23/2025

Name of Event: Taste of Tarpon - October

Date(s) of Event: 10/18/2025

Alternate Date(s): none

Hours of Event: 12:00 – 5:30

Set up/break down time needed: Forbes Lot (Tarpon Ave.)

Type/Purpose of Event: Promoting restaurants in Downtown and Sponge Docks; Fundraising for Chamber of Commerce

Location of Event (include map for parade/procession routes with assembly and disband points): In and out of restaurants in Downtown, Alt. 19, and Sponge Docks.

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

Disposition of Proceeds: Chamber of Commerce operations

Applicant Information:

Name of Organization: Tarpon Springs Chamber of Commerce

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

Organizations Address: 1 N. Pinellas Ave., Tarpon Springs

Individual to Contact: Jean Hungiville (Telephone #) 727-737-6109

(email) president@tarponspringschamber.org

Alternative Contact: Jackie Fugate (Telephone #) 727-937-6109

(email) Jackie@tarponspringschamber.org

General Information:

Number of Vendors: 8 - 10 (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): N/A

Approximate Number of Attendees: 350 Entrance Fee: $ 35

Location for Attendee Parking: Public parking

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

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

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

Type & Location of Toilet Facilities: Public restrooms

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: Restaurant tents in Forbes Lot (Tarpon Ave.)

How will Structure be Secured: Weighted tie downs

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

If parade # of: Participants_____ Animals_____ Floats _____ Bands _____ Other _____

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

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☒

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☒ Where: Forbes Lot (Tarpon Ave.) - Generator

Public Restrooms: ☒ Hours of Opening/Closing: Regular hours

Street Banners: ☒ Location: _____ All City locations

Electric Message Board: ☐ _____

Additional City Trash Cans: ☒ 3 – 4 cans

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: N/A

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

I (we) have read and completed this application, and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as

set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Jean Hungiville 01/23/2025

Signature of Applicant Date

Public Works Department
Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 18, 2025

Subject: Special Event – Chamber of Commerce
34th Annual Thanksgiving Arts & Crafts Festival
November 22-23, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the Chamber of Commerce's special event application for the "34th Annual Thanksgiving Arts & Crafts Festival" on November 22-23, 2025 and the temporary closure of Court St. (Pinellas Ave. to Safford Ave.), Mother Meres Parking Lot and the parking lot bounded by Court, Safford and Lemon street.

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

Background:

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

The hours of the event will be from 10:00 a.m. to 5:00 p.m., with set up time beginning at 4:00 a.m. on Saturday and breakdown by 8:00 p.m. on Sunday. There will be vendors, music, and food & beverages will be sold with the proceeds used to advertise other events. Area businesses (Tarpon Ave., Safford Ave., Hibiscus St.) will also have the opportunity to hold sidewalk sales during this event.

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

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: **January 23, 2025**

Name of Event: **34th Annual Thanksgiving Arts & Crafts Festival**

Date(s) of Event: **November 22 – 23, 2025** Alternate Date(s): **N/A**

Hours of Event: **10:00 am to 5:00 pm (both days)**

Set up/break down time needed: **4:00 am on Saturday (setup) 8:00 pm on Sunday (breakdown)**

Type/Purpose of Event: **Fundraiser for the Tarpon Springs Chamber of Commerce. Event will include vendors and food vendors.**

Location of Event (include map for parade/procession routes with assembly and disband points): **Court St. (Pinellas Ave. to Safford Ave.) and Mother Meres Parking Lot. Also to include sidewalk sales for businesses on Tarpon Ave. (Pinellas Ave. to Grosse Ave.), Safford Ave. (Orange St. to Court St.), and Hibiscus St. (Orange and Tarpon Ave.).**

If Closure of a City Parking Lot is needed, please check: **Mother Meres X**___ Tarpon Ave. Orange St.___ Court/Lemon___

Other: **Parking lot bounded by Court, Safford, and Lemon Street**

Disposition of Proceeds: **Pay for expenses of the event and advertising for other events.**

Applicant Information:

Name of Organization: **Tarpon Springs Chamber of Commerce**

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address**:** **1 N. Pinellas Avenue, Tarpon Springs FL 34689**

Individual to Contact: **Jean Hungiville** (Telephone #) **757-709-0955**

(email) **president@tarponspringschamber.org**

Alternative Contact: **Suzi King** (event planner) (Telephone #) 727**-417-5494** (email) **suzfest@gmail.com**

General Information:

Number of Vendors: **100** (Sponsor is required to keep a list of vendors and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): **Side Streets and parking lots**

Approximate Number of Attendees: **1500 per day** Entrance Fee:$ **N/A**

Location for Attendee Parking: **City parking lots and street parking**

Will Private Security be Provided: Yes ☒ No ☐ Name of Private Company: **SIK will also have 2 staff members on site. Overnight security provided.**

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

Will Music be Provided: Yes ☒ No ☐ Hours of Play: **10 am to 5 pm** Band: ☐ DJ: ☐ Other: **Duos/Singles**

Type & Location of Toilet Facilities: **Public Restrooms in parking lot next to Faklis Shoe Store and SIK providing portable restrooms in Mother Meres parking lot (standard and ADA plus handwash station).**

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: **Pop Up Tent Style** _____

How will Structure be Secured: **As Required**

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

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

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

Types of Rides: Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☒ Catered: ☐ Sold: ☒ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages:

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: **As needed per TSPD**

Cones: ☒ How many: **As needed per TSPD**

Portable Stage: ☐ Location:

Electricity Needed: ☒ Where: **Mother Meres parking lot.**

Public Restrooms: ☒ Hours of Opening/Closing: **4:00 am Saturday to 8:00 pm Sunday**

Street Banners: ☒ Locations: **In front of Mother Meres Parking Lot, and US 19.**

Additional City Trash Cans: ☒ **Extra city trash cans in parking lot and along Court St.**

Directional Parking Signs: ☒ Locations: Standard places

Other:

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

If not, when will it be sent: Will be delivered by Oct. 31st.

Is the Certificate of Insurance Attached: Yes No X If not, when will it be sent: By Aug. 30th

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

I agree to provide a Post Special Report within 10 calendar days subsequent to the event: Yes ☒ No ☐ Failure to do so may result in forfeiture of deposit.

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

Jean Hungiville _____ 01/23/2025

Signature of Applicant Date

Public Works Department
Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 18, 2025

Re: Special Event – St. Nicholas Cathedral Procession
March 9, 2025 @ 6:00 pm

Recommendation:

The Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Orthodox Procession" on Sunday, March 9, 2025, at 6:00 pm and the temporary closure of the following streets: N. Pinellas Ave. to Orange St., to Hibiscus St. to Tarpon Ave; to N. Pinellas Ave. back to the church.

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

Background:

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

The event will begin at 5:45 p.m. and end at approximately 6:15 p.m. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route and will obtain any needed permits for the closure of State roads.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: 2/10/25

Name of Event: Procession - March 25

Date(s) of Event: March 9, 2025

Alternate Date(s): —

Hours of Event: 6:00 pm

Set up/break down time needed: —

Type/Purpose of Event: Allow procession around ST Nicholas Cathedral after Liturgy.

Location of Event (include map for parade/procession routes with assembly and disband points): Exit church on N. Pinellas - TO Orange ST - To Hibiscus - To Tarpon Ave - To N. Pinellas - back to church at 36 N Pinellas

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

Other:

Disposition of Proceeds:

Applicant Information:

Name of Organization: ST Nicholas Cathedral

Registered Nonprofit Org.: Yes (X) No ( )

Organizations Address: 17 E Tarpon Ave, Tarpon Springs, FL

Individual to Contact: Denise Letoumeau (Telephone #) 727-937-3540 (email)

Alternative Contact: (Telephone #) (email)

General Information: N/A

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

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

Approximate Number of Attendees: Entrance Fee:$

Location for Attendee Parking:

Will Private Security be Provided: Yes ( ) No (X) Name of Private Company:

Will the Following be Provided: Traffic Control: Yes (X) No ( ) Crowd Control: Yes ( ) No ( )

Will Music be Provided: Yes ( ) No (✓) Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ( ) No (✓) Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ( ) No (✓) Dumpster: ☐ Rolloff: ☐ Other: _____

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

Amusement/Carnival Rides: Yes ( ) No (✓) Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ( ) No (✓)

Will Food/Beverages be Served: Yes ( ) No (✓) Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ( ) No (✓) Type of Alcoholic Beverages: _____

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☑ How many: _____

Cones: ☑ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ( ) No (✓) If not, when will it be sent: march 4, 2025

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

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

Denise LaFourmi
Signature of Applicant

2/10/25
Date

TARPON SPRINGS POLICE DEPARTMENT

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Business Name: ST Nicholas Cathedral Phone Number: 937-3540

Address of event: 36 N Pinellas Ave

Applicant Name: Denise Letourneau Phone Number: (727) 937-3540

Applicant's Address: 17 E. Tarpon Ave Tarpon Springs, FL

Applicant's Date of birth: _____ Email address: _____

Applicant's Driver's License Number: _____ Sate: _____

Contact Person at the event: _____ _____

Type of event: Procession from 36 N. Pinellas to Orange St. to Hibiscus to Tarpon Ave & back to Church

Will alcohol be served at the event? YES NO Number of expected Participants: _____

Requested Officer Duties(please be specific):

_____

_____

_____.

How Many Officers do you require: _____ Police Vehicle Required: YES NO

Starting Date: 3/9/25 Ending Date: _____ Starting Time: 6:00 PM Ending Time: _____

Buy signing this form, I agree that, I have read and understand the entire agreement and agree to pay for the services render, which are in writing or are verbally agreed upon in an emergency situation to prevent shutting down the event if it becomes too large.

Denise LeTourneau
Applicant's signature of understanding

Approved

or by: _____ Date: _____

Denied

Public Works Department
Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 18, 2025.

Subject: Special Event – Rotary Club of Tarpon Springs
Tarpon Springs Triathlon
September 20, 2025.

Recommendation:

That the Mayor and Board of Commissioners approve the Rotary Club of Tarpon Springs special event application for the "Tarpon Springs Triathlon" on Saturday, September 20, 2025, and the temporary closure of City streets (please see attached map).

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

Background:

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

The event will begin and end in Howard Park. The bicycle portion of the event will be held on City streets and will begin at approximately 7:30 a.m. The attached route has been reviewed and approved by the TSPD and has not changed from past years. Proceeds will be used to award local students college scholarships.

This event may be approved contingent upon the event sponsor complying with the following stipulations:

- A Certificate of Insurance for $1,000,000 naming the City as an "additional insured".
- Payment of deposit and application fee.

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

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: January 30, 2025

Name of Event: Tarpon Springs Rotary Triathlon

Date(s) of Event: 9/20/25

Alternate Date(s): _____

Hours of Event: 4am-11am

Set up/break down time needed: Friday 9/1 4pm -8pm & Saturday 4am-12pm

Type/Purpose of Event: Triathlon to raise funds to award local students college scholarships

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

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

Other: NA

Disposition of Proceeds: Funds go to to award local students college scholarships

Applicant Information:

Name of Organization: Rotary of Tarpon Springs

Registered Nonprofit Org.: Yes ☑ No ☐

Organizations Address: PO Box 234 Tarpon Springs Fl 34688

Individual to Contact: Celia Dubey (coachceliadubey@gmail.com) (Telephone #) 8136908989 (email) coachce

Alternative Contact: Joan Stolz (coachceliadubey@gmail.com) (Telephone #) 8136908989 (email) coachceli

General Information:

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

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____

Approximate Number of Attendees: 800 Entrance Fee:$ Race entry is $75

Location for Attendee Parking: Fred Howard Park

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

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

Revised 01/16

Will Music be Provided: Yes ☑ No ☐ Hours of Play: 6am-11am Band: ☐ DJ: ☑ Other: _____

Type & Location of Toilet Facilities: City Of Tarpon Springs Portable Trailer Restrooms

Tent or Other Structure: Yes ☑ No ☐ Type of Structure: Tents

How will Structure be Secured: Stakes

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

If parade # of: Participants_____ Animals_____ Floats _____ Bands _____ Other _____

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

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☑ No ☐

Will Food/Beverages be Served: Yes ☑ No ☐ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☑

Will Alcoholic Beverages be Served: Yes ☑ No ☐ Type of Alcoholic Beverages: Beer only

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

Equipment/Miscellaneous (please check if needed):

Barricades: ☑ How many: 75

Cones: ☑ How many: flat bed full

Portable Stage: ☑ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☑ Hours of Opening/Closing: _____

Street Banners: ☑ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

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

If not, when will it be sent: Mail

Is the Certificate of Insurance Attached: Yes ☑ No ☐ If not, when will it be sent: January 30, 2025

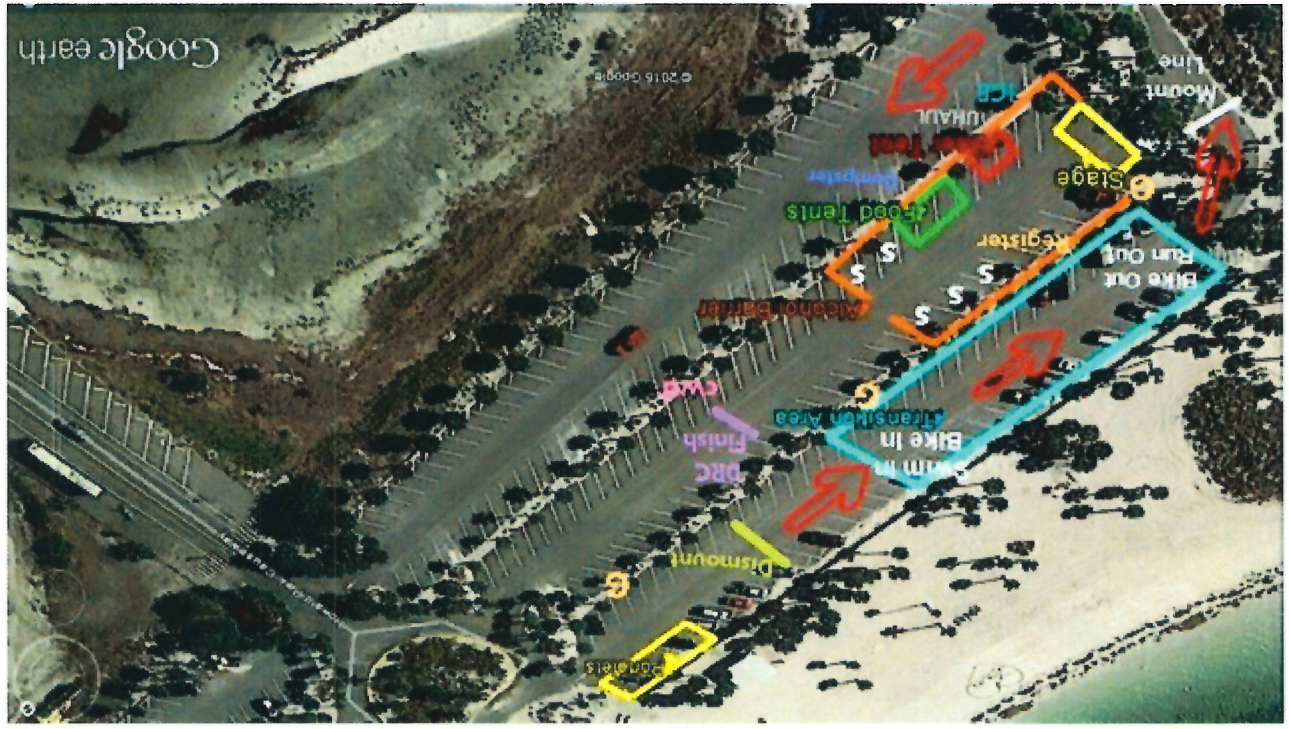
I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☑ No ☐

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

Celia Dubey
Signature of Applicant

January 30, 2025
Date

Revised 01/16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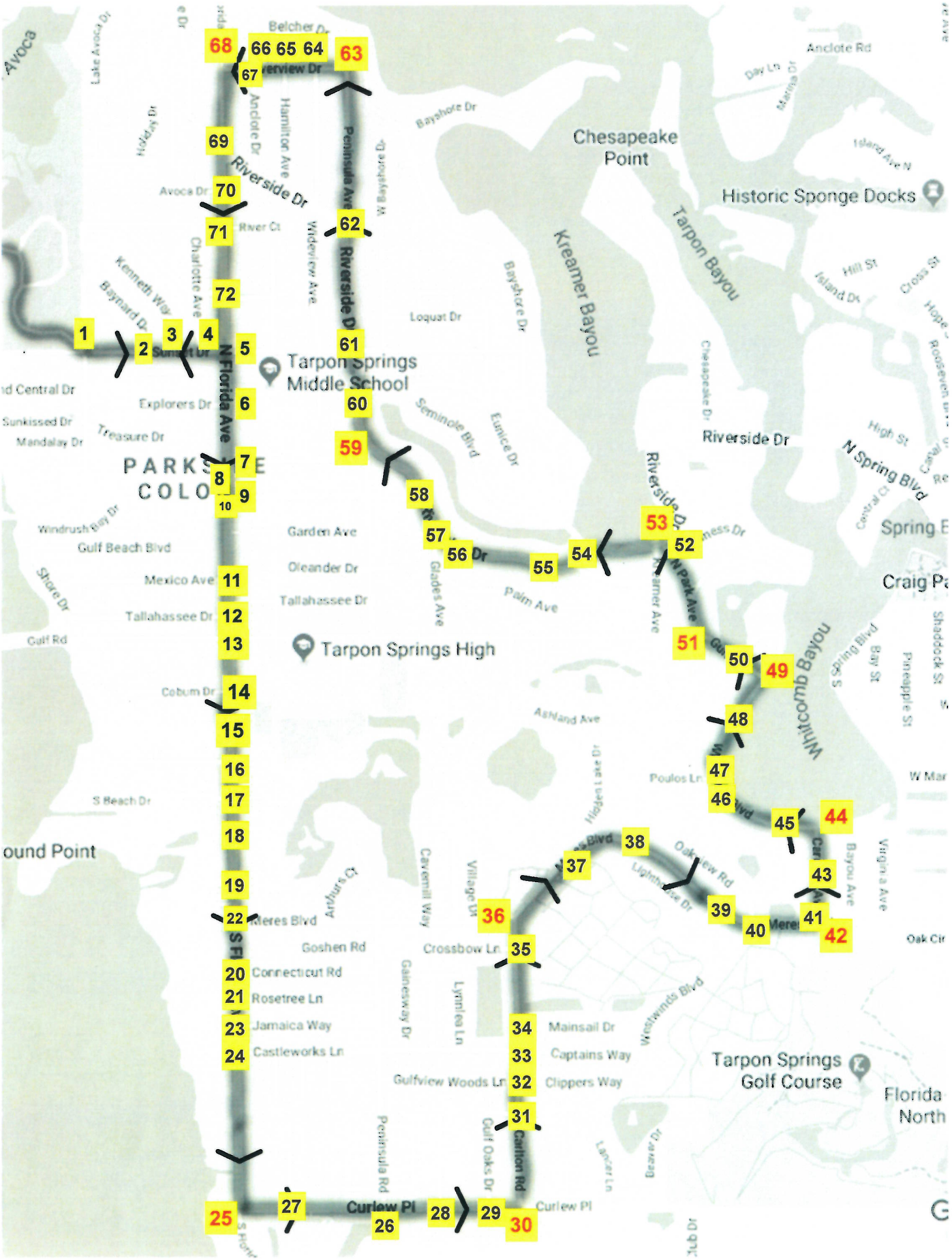
Tarpon Springs Triathlon Bike Course



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

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

February 06, 2025
Account No: 1924-0000M
Invoice No: 84726

City of Tarpon Springs/General

		Description	Hours	
12/31/2024	AJS	Review draft changes to Title Policy; Review correspondence from and prepare e-mail to Attorney Podolsky regarding Stamas; Review correspondence from Chief Young regarding Code Enforcement; Review correspondence from Attorney Lawton; Analysis of issues; Prepare e-mail to Attorney Lawton regarding settlement; Review correspondence from Attorney Lawton regarding settlement.	1.80	405.00
01/03/2025	AJS	Prepare Investigation Memorandum; Conference with Attorney Dickman regarding Variance; Review correspondence from Attorney Ring; Prepare e-mail to Attorney Ring; Review correspondence from City Manager regarding litigation.	5.20	1,170.00
01/06/2025	AJS	Review correspondence from Chief Young; Analysis of issue; Review correspondence from Nicole Chromack regarding Stamas.	0.40	90.00
01/07/2025	AJS	Prepare for Meeting Conference; Attend Meeting Conference.	0.50	112.50
01/09/2025	AJS	Review correspondence from Janina Lewis; Analysis of issue; Prepare e-mail to Janina Lewis regarding Beef Free, LLC; Review correspondence from Janina Lewis; Review and analysis of Draft Agreement; Prepare e-mail to Janina Lewis; Prepare for and attend Code Enforcement Board Meeting; Review correspondence from Attorney Podolsky; Review correspondence from Ron Harring regarding Stamas; Attend meeting with City Manager.	5.50	1,237.50
01/14/2025	AJS	Review correspondence from Paulette Harbert; Review and analysis of Grant Agreement and associated documents; Prepare e-mail to Paulette Harbert regarding legal sufficiency; Conference with Commissioner Eisner; Review and analysis of drafted Commission Rules; Prepare e-mail to Attorney Dickman.	5.20	1,170.00
01/15/2025	AJS	Analysis of advertising issue; Prepare e-mail to Janina Lewis; Review correspondence from Janina Lewis.	1.40	315.00
01/21/2025	AJS	Review correspondence from and prepare an e-mail to Nick Makris regarding		

			Hours	
		permit condition; Conference with Attorney Dickman regarding Commission Action items.	0.50	112.50
01/23/2025	AJS	Review correspondence from Deputy Clerk regarding Public Records Request; Review files in response to Public Records Request; Prepare e-mail to Deputy City Clerk; Conference with Commissioner Koulianos.	2.50	562.50
01/24/2025	AJS	Review and analysis of Amendment to Request for Litigation Services Agreement; Prepare e-mail to Janina Lewis; Review correspondence from Janina Lewis; Review and analysis of Industry Day and associated documents; Prepare e-mail to Janina Lewis.	2.50	562.50
01/27/2025	AJS	Review and revise Hold Harmless Agreement; Prepare e-mail to Bob Robertson and Nick Makris; Conference with Bob Robertson; Review correspondence from Deputy City Clerk; Prepare e-mail to Deputy City Clerk regarding Public Records.	1.10	247.50
01/29/2025	AJS	Review correspondence from Bob Robertson; Review correspondence from Nick Makris; Review correspondence from Deputy City Clerk; Prepare e-mail to Deputy City Clerk regarding Colson; Conference with Chief Young; Conference with Mayor Koulias regarding several issues.	1.00	225.00
01/30/2025	AJS	Review correspondence from and prepare and e-mail to Deputy City Clerk regarding litigation; Review correspondence from Nick Makris and Steve Cole regarding Seabreeze.	0.40	90.00
01/31/2025	AJS	Review correspondence from Attorney Theophilopoulos; Review pleadings regarding Minton.	0.30	67.50
	AJS	Prepare e-mail to Chief Young regarding Minton.	0.20	45.00
		For Current Services Rendered	28.50	6,412.50
		Total Current Work		6,412.50
		Balance Due		$6,412.50

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, FL 34110

City of Tarpon Springs

Statement

Statement Number	4
Statement Date	02/11/2025
Amount Due	**$17,932.50**

2024-007 - Admin- Economic Development City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/16/2025	Receive and review request for legal services regarding CRA property sale (144 E. Tarpon Ave).	KL	$75.00	0.30	$22.50
01/16/2025	Multiple communications with K.Lemmons.	KL	$75.00	0.20	$15.00
01/17/2025	Communication with K.Lemmons.	KL	$75.00	0.10	$7.50
01/21/2025	Review correspondence from K.Lemmons.	KL	$75.00	0.10	$7.50
01/28/2025	Multiple communications with K.Lemmons.	KL	$75.00	0.20	$15.00
01/30/2025	Communication with K.Lemmons.	KL	$75.00	0.10	$7.50
01/31/2025	Multiple communications with K.Lemmons.	KL	$75.00	0.20	$15.00
01/31/2025	Receive and review press release regarding Tree City USA Growth Award.	KL	$75.00	0.30	$22.50
				1.50	**$112.50**

Subtotal	**$112.50**

2024-006 - Admin - Building Development - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/30/2025	Communication with B. Aungst, Esq.	SL	$225.00	0.20	$45.00
01/30/2025	Review permit extension request documentation regarding 1725 Gulf Road.	SL	$225.00	0.30	$67.50
01/31/2025	Multiple communications with B.Aungst, Esq. Macfarlane Ferguson & McMullen.	KL	$75.00	0.30	$22.50
				0.80	**$135.00**
			Subtotal		**$135.00**

2024-005 - Admin- Cultural & Civic Services Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/07/2025	Multiple communications with D. Wood.	SL	$225.00	0.30	$67.50
01/08/2025	Review correspondence from D.Wood.	KL	$75.00	0.20	$15.00
01/08/2025	Receive and review US CODE-2010 title17-chap 1 sec 106A.	KL	$75.00	0.10	$7.50
01/08/2025	Multiple communications with D. Wood.	SL	$225.00	0.30	$67.50
01/08/2025	Receive and review request for legal services regarding artist agreement Stephen Oliver Sculpture at Sponge Docks Marina.	KL	$75.00	0.30	$22.50
01/21/2025	Review correspondence from D.Wood.	KL	$75.00	0.10	$7.50
01/22/2025	Review correspondence from S.Young.	KL	$75.00	0.10	$7.50
01/22/2025	1 email sent/reviewed regarding Art Projects	AD	$225.00	0.10	$22.50
				1.50	**$217.50**
			Subtotal		**$217.50**

2024-004 - Admin- City Clerk - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/09/2025	Receive and review request for legal services regarding boards and committees.	KL	$75.00	0.30	$22.50
01/09/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/09/2025	Communication with city clerk.	KL	$75.00	0.10	$7.50
01/10/2025	Multiple communications with I. Jacobs.	SL	$225.00	0.20	$45.00
01/13/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/13/2025	Communication with city clerk.	KL	$75.00	0.10	$7.50
01/13/2025	Communication with I. Jacobs.	SL	$225.00	0.40	$90.00
01/13/2025	Receive and review city clerk notes regarding 8/6/24 board of commissioners regular session discussion rules and procedures.	KL	$75.00	0.20	$15.00
01/14/2025	Review correspondence from city clerk.	KL	$75.00	0.10	$7.50
01/14/2025	BOC Rules of Procedure Draft - DLF Edits 1.14.25 edited	AD	$225.00	1.20	$270.00
01/14/2025	1 email sent/reviewed regarding Draft Rules	AD	$225.00	0.10	$22.50
01/15/2025	Receive and review revised draft rules of procedure of the board of commissioners.	KL	$75.00	0.20	$15.00
01/17/2025	Review correspondence from city clerk.	KL	$75.00	0.10	$7.50
01/22/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/22/2025	Continue revising BOC Rules and Procedures.	SL	$225.00	1.10	$247.50
01/24/2025	Continue revising Rules of Procedure for the BOC.	SL	$225.00	1.40	$315.00
01/24/2025	Prepare Resolution regarding BOC Rules of Procedure .	SL	$225.00	0.30	$67.50
01/27/2025	Receive and review request for legal services regarding anti-nepotism memorandum.	KL	$75.00	0.30	$22.50
01/27/2025	Communication with city clerk.	KL	$75.00	0.10	$7.50
01/27/2025	1 email sent/reviewed regarding Anti-nepotism Memorandum	AD	$225.00	0.10	$22.50
01/28/2025	Review correspondence from city clerk.	KL	$75.00	0.10	$7.50
01/28/2025	Receive and review city press release regarding Election Information 3-11-25.	KL	$75.00	0.20	$15.00
01/28/2025	Receive and review press release regarding City Advisory Boards.	KL	$75.00	0.20	$15.00
01/28/2025	Review correspondence from city clerk.	KL	$75.00	0.10	$7.50

01/28/2025	Communication with I. Jacobs.	SL	$225.00	0.10	$22.50
01/28/2025	1 email sent/reviewed regarding Anti-nepotism.	AD	$225.00	0.10	$22.50
01/29/2025	Communication with I. Jacobs.	SL	$225.00	0.30	$67.50
01/30/2025	Receive and review request for legal services regarding Cemetery Lots Vatikiiotis/Inscor.	KL	$75.00	0.30	$22.50
01/30/2025	Initial review of timeline and filings regarding Cemetery Lots Vatikiiotis/Inscor.	KL	$75.00	0.30	$22.50
01/30/2025	Communication with city clerk.	KL	$75.00	0.10	$7.50
01/30/2025	Communication with I. Jacobs.	SL	$225.00	0.20	$45.00
01/31/2025	Communication with city clerk.	KL	$75.00	0.10	$7.50
				8.70	**$1,477.50**

Subtotal **$1,477.50**

2024-002 - Admin - City Manager City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
01/02/2025	Receive and review draft agenda regarding 1/7 board of commissioners.	KL	$75.00	0.30	$22.50
01/02/2025	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
01/02/2025	Communication with T. Hickey.	SL	$225.00	0.20	$45.00
01/03/2025	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
01/07/2025	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
01/07/2025	Review correspondence from city manager.	KL	$75.00	0.30	$22.50
01/07/2025	Receive and review request for legal services regarding community redevelopment agency purchasing.	KL	$75.00	0.20	$15.00
01/07/2025	Receive and review request for legal services regarding community redevelopment agency funds.	KL	$75.00	0.20	$15.00
01/07/2025	Research regarding CRA expenses.	SL	$225.00	0.70	$157.50
01/07/2025	1 email sent/reviewed regarding TIna Hinton Case	AD	$225.00	0.10	$22.50
01/07/2025	1 email sent/reviewed regarding CRA question	AD	$225.00	0.10	$22.50

01/07/2025	1 email sent/reviewed regarding Black Heritage Sculpture Contract re: Bahamian Art	AD	$225.00	0.10	$22.50
01/07/2025	Signed and Notarized Agreement - Stephen Oliver created	AD	$225.00	0.20	$45.00
01/15/2025	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
01/15/2025	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
01/17/2025	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
01/17/2025	Review correspondence from T.Hickey.	KL	$75.00	0.10	$7.50
01/21/2025	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
01/21/2025	Multiple communications with C. Rudd.	SL	$225.00	0.40	$90.00
01/21/2025	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
01/21/2025	Meeting with City Manager.,	AD	$225.00	0.30	$67.50
01/22/2025	Review correspondence from city manager.	KL	$75.00	0.10	$7.50
01/22/2025	Communication with C. Rudd.	SL	$225.00	0.20	$45.00
01/22/2025	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
01/24/2025	Review correspondence from T.Hickey.	KL	$75.00	0.10	$7.50
01/28/2025	Multiple communications with T.Hickey.	KL	$75.00	0.20	$15.00
01/29/2025	Multiple communications with T.Hickey.	KL	$75.00	0.30	$22.50
01/29/2025	Communication with T.Hickey.	KL	$75.00	0.10	$7.50
01/29/2025	1 email sent/reviewed regarding Tarpon Springs	AD	$225.00	0.10	$22.50
				5.90	**$802.50**

Subtotal **$802.50**

2024-017 - Admin- Public Works City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/03/2025	Review correspondence from A.Mannello.	KL	$75.00	0.10	$7.50
01/09/2025	Review Consideration Agreement regarding Grandview Project.	SL	$225.00	0.20	$45.00
01/09/2025	Review Municipal Easement Agreement for Grandview Project.	SL	$225.00	0.30	$67.50
01/13/2025	Multiple communications with A.Mannello.	KL	$75.00	0.20	$15.00

01/14/2025	Communication with A. Mannello.	SL	$225.00	0.30	$67.50
01/15/2025	Meeting with city staff and consulting engineering regarding stormwater projects.	SL	$225.00	0.80	$180.00
01/17/2025	Communication with A. Mannello.	SL	$225.00	0.20	$45.00
01/17/2025	Prepare Perpetual Easement Agreement.	SL	$225.00	1.40	$315.00
01/17/2025	1 email sent/reviewed regarding Drainage Easement Consideration Agreement review - Grandview Drive Project	AD	$225.00	0.10	$22.50
01/17/2025	Email attachment reviewed - Consideration Agreement_Cooney-Grandview Proj_Final Draft - DLF Edits	AD	$225.00	0.10	$22.50
01/29/2025	Revise Easement Agreement.	SL	$225.00	0.70	$157.50
01/29/2025	Revise Easement Consideration Agreement.	SL	$225.00	1.00	$225.00
01/29/2025	1 email sent/reviewed regarding TS- Grandview Easement and Consideration Agreement	AD	$225.00	0.10	$22.50
01/30/2025	Review correspondence from A.Mannello.	KL	$75.00	0.10	$7.50
01/30/2025	Communication with A. Mannello.	SL	$225.00	0.20	$45.00
01/30/2025	1 email sent/reviewed regarding TS- Grandview Easement and Consideration Agreement	AD	$225.00	0.10	$22.50
01/31/2025	Finalize Perpetual Easement Agreement.	SL	$225.00	0.20	$45.00
01/31/2025	Finalize Agreement.	SL	$225.00	0.20	$45.00
01/31/2025	Communication with A. Mannello.	SL	$225.00	0.20	$45.00
				6.50	**$1,402.50**

Subtotal **$1,402.50**

2024-016 - Admin- Public Services City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Review correspondence from R.Page.	KL	$75.00	0.10	$7.50
01/02/2025	Communication with H.Langston.	KL	$75.00	0.10	$7.50
01/02/2025	Communication with T.Kiger.	KL	$75.00	0.10	$7.50
01/02/2025	Review of draft executive order regarding extension for connection to sewer system.	KL	$75.00	0.20	$15.00

01/02/2025	Revise Executive Order regrading extension for connection to sewer system.	SL	$225.00	0.20	$45.00
01/02/2025	Communication with T. Kiger.	SL	$225.00	0.20	$45.00
01/02/2025	Research regarding sustainability and IRA.	SL	$225.00	0.50	$112.50
01/03/2025	Research regarding the Inflation Reduction Act (IRA) enactment 2022.	KL	$75.00	0.60	$45.00
01/03/2025	Research regarding National League of Cities (NLC) on direct pay elective payment program.	KL	$75.00	0.30	$22.50
01/03/2025	Review correspondence from H.Langston.	KL	$75.00	0.10	$7.50
01/06/2025	Continue research regarding Inflation Reduction Act and tax credits.	SL	$225.00	0.60	$135.00
01/07/2025	Continue research regarding Inflation Reduction Act.	SL	$225.00	0.60	$135.00
01/07/2025	Telephone conference with Conference Call with Holly Langston re: City Sustainability Department plans to file for federal tax rebate.	AD	$225.00	0.50	$112.50
01/07/2025	Telephone conference with H. Langston regarding federal tax credit.	SL	$225.00	0.50	$112.50
01/09/2025	Receive and review request for legal services regarding CTS Affidavit.	KL	$75.00	0.30	$22.50
01/09/2025	Communication with J.Taylor.	KL	$75.00	0.10	$7.50
01/10/2025	Review correspondence from R.Page.	KL	$75.00	0.20	$15.00
01/10/2025	Receive and review Athletic Coaches Info Sheet revised.	KL	$75.00	0.10	$7.50
01/10/2025	Receive and review CJIS Powerpoint.	KL	$75.00	0.10	$7.50
01/10/2025	Receive and review ISA Affidavit 2025.	KL	$75.00	0.10	$7.50
01/10/2025	Communication with J.Taylor.	KL	$75.00	0.10	$7.50
01/10/2025	Research F.S. 943.0438 athletic coaches for independent sanctioning authorities.	KL	$75.00	0.30	$22.50
01/14/2025	Communication with J.Taylor.	KL	$75.00	0.10	$7.50
01/29/2025	Review and revise ISA Affidavit.	SL	$225.00	0.70	$157.50
01/29/2025	Review Florida CJIS Powerpoint Presentation.	SL	$225.00	0.40	$90.00
01/29/2025	Review Athletic Coaches Information Sheet.	SL	$225.00	0.20	$45.00
01/29/2025	Communication with J. Taylor.	SL	$225.00	0.20	$45.00
				7.50	**$1,252.50**

Subtotal **$1,252.50**

2024-013 - Admin- Police Department - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/30/2025	Communication with Chief Young.	SL	$225.00	0.10	$22.50
01/30/2025	Communication with Chief Young.	AD	$225.00	0.20	$45.00
				0.30	**$67.50**
			Subtotal		**$67.50**

2024-012 - Admin- Planning & Zoning City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Review correspondence from R.Vincent.	KL	$75.00	0.10	$7.50
01/02/2025	Review correspondence from K.Lemmons.	KL	$75.00	0.10	$7.50
01/02/2025	Receive and review press release 1/14 Candidate Forum.	KL	$75.00	0.20	$15.00
01/02/2025	Review correspondence from K.Lemmons.	KL	$75.00	0.10	$7.50
01/02/2025	Review of request for legal services regarding short term rentals.	KL	$75.00	0.20	$15.00
01/02/2025	Research latest applicable law on pre-2011 municipal ordinances governing short-term rentals.	AD	$225.00	2.00	$450.00
01/02/2025	Prepare Memorandum of Law presenting legal authority and legal guidance for municipal compliance with state law on short-term rentals.	RG	$75.00	0.70	$52.50
01/02/2025	Research regarding short term rentals and grandfathering.	MM	$225.00	1.10	$247.50
01/02/2025	Attendance at virtual meeting with CM and Planning Director.	AD	$225.00	0.50	$112.50
01/02/2025	Prepare for and attend meeting with city manager and R.Vincent.	MM	$225.00	0.50	$112.50
01/03/2025	Review correspondence from K.Lemmons.	KL	$75.00	0.10	$7.50

01/03/2025	Receive and review Temporary Road Closures regarding Epiphany 2025.	KL	$75.00	0.20	$15.00
01/06/2025	Receive and review request for legal services regarding Draft Restrictive Covenant (Vavlas).	KL	$75.00	0.30	$22.50
01/06/2025	Communication with C.Lanford.	KL	$75.00	0.10	$7.50
01/06/2025	Review correspondence from K.Lemmons.	KL	$75.00	0.10	$7.50
01/07/2025	Communication with A.Keen.	KL	$75.00	0.10	$7.50
01/07/2025	1 email sent/reviewed regarding 509.102Mobile food dispensing vehicles; preemption.	AD	$225.00	0.10	$22.50
01/07/2025	1 email sent/reviewed regarding "Grand Opening" temp signs	AD	$225.00	0.10	$22.50
01/08/2025	Communication with C.Lanford.	KL	$75.00	0.10	$7.50
01/09/2025	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
01/13/2025	Site visit at 154 Read Street.	AD	$225.00	0.50	$112.50
01/13/2025	Site visit at 20-26 Hibiscus Street.	AD	$225.00	0.50	$112.50
01/14/2025	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
01/14/2025	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
01/14/2025	Revise quasi-judicial process guide regarding heritage preservation board.	KL	$75.00	0.30	$22.50
01/15/2025	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
01/15/2025	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
01/15/2025	Revise quasi-judicial process guide regarding planning and zoning board.	KL	$75.00	0.40	$30.00
01/15/2025	Review correspondence from C.Lanford.	KL	$75.00	0.10	$7.50
01/15/2025	Communication with C.Lanford.	KL	$75.00	0.10	$7.50
01/15/2025	Review correspondence from R.Vincent.	KL	$75.00	0.10	$7.50
01/15/2025	4 emails sent/reviewed regarding short term rentals	AD	$225.00	0.10	$22.50
01/15/2025	1 email sent/reviewed regarding food truck park policy	AD	$225.00	0.10	$22.50
01/16/2025	Review correspondences from R.Vincent.	KL	$75.00	0.30	$22.50
01/16/2025	Receive and review agenda memo regarding Discussion and Direction for Short Term Rentals.	KL	$75.00	0.30	$22.50
01/16/2025	Multiple communications with R.Vincent.	MM	$225.00	0.20	$45.00
01/16/2025	Communication with D.McAteer.	MM	$225.00	0.20	$45.00
01/16/2025	Receive and review agenda regarding local planning agency Pinellas County 1/8.	KL	$75.00	0.30	$22.50
01/16/2025	Research code of ordinances Pinellas County Sec. 138-3232. short-term vacation rentals.	KL	$75.00	0.30	$22.50

01/16/2025	Research Pinellas County Municode regarding amendments to Land Development Code Chapter 138.	SL	$225.00	0.60	$135.00
01/16/2025	Communication with R.Vincent.	KL	$75.00	0.10	$7.50
01/16/2025	Review correspondence and request for legal services regarding short-term rental regulation in Tarpon Springs.	RG	$75.00	1.00	$75.00
01/16/2025	Research state preemption laws, local government authority, and case law involving short-term rental regulations.	RG	$75.00	1.70	$127.50
01/16/2025	Research how the statute's preemption provisions influence municipal regulation of vacation rentals.	RG	$75.00	0.70	$52.50
01/16/2025	3 emails sent/reviewed regarding short term rentals	AD	$225.00	0.10	$22.50
01/17/2025	Further research regarding Short-Term Rental Regulations and Preemption in Florida.	RG	$75.00	1.00	$75.00
01/17/2025	Continue research regarding Florida preemption provisions and its influence on municipal regulation of vacation rentals.	RG	$75.00	1.00	$75.00
01/20/2025	Research regarding short-term rentals.	SL	$225.00	0.30	$67.50
01/21/2025	Receive and review request for legal services regarding draft ordinance Mobile Food Dispensing Vehicles.	KL	$75.00	0.30	$22.50
01/21/2025	Research F.S. 166.041 procedures for adoption of ordinances and resolutions.	KL	$75.00	0.20	$15.00
01/21/2025	PC Sec._138_3232.____Short_term_vacation_rentals. edited	AD	$225.00	0.50	$112.50
01/21/2025	2 emails sent/reviewed regarding Short Term Rentals	AD	$225.00	0.20	$45.00
01/21/2025	Preliminary research on Vacation Rentals edited and reviewed	AD	$225.00	0.40	$90.00
01/21/2025	1 email sent/reviewed regarding	AD	$225.00	0.10	$22.50
01/21/2025	3 emails sent/reviewed regarding TS - ordinance for planning & zoning	AD	$225.00	0.10	$22.50
01/22/2025	Multiple communications with P.McNeese.	KL	$75.00	0.30	$22.50
01/22/2025	Receive and review staff memo regarding draft ordinance mobile food dispensing vehicles.	KL	$75.00	0.10	$7.50
01/22/2025	5 emails sent/reviewed regarding demolition by neglect	AD	$225.00	0.10	$22.50
01/23/2025	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
01/23/2025	Receive and review request for legal services regarding code of ordinances sec. 112.00 regarding historic preservation demolitions.	KL	$75.00	0.30	$22.50

01/23/2025	Prepare first draft of Eight Simple Steps to a Quasi Judicial Proceeding regarding Tarpon Springs Planning and Zoning Board.	KL	$75.00	0.30	$22.50
01/24/2025	Review correspondence from R.Vincent.	KL	$75.00	0.10	$7.50
01/24/2025	Communication with P.McNeese.	KL	$75.00	0.10	$7.50
01/24/2025	Review and revise Ordinance 2025-01.	SL	$225.00	0.60	$135.00
01/24/2025	Research Chapter 509, Florida Statutes.	SL	$225.00	0.40	$90.00
01/24/2025	Multiple communications with P. McNeese.	SL	$225.00	0.30	$67.50
01/27/2025	Multiple communications with P.McNeese.	KL	$75.00	0.30	$22.50
01/27/2025	Review correspondence from R.Vincent.	KL	$75.00	0.20	$15.00
01/27/2025	Receive and review 1/24 legislative session reporter.	KL	$75.00	0.30	$22.50
01/27/2025	Research city code of ordinances sec. 112.00 maintenance and repair of contributing structures, and historic, archaeological or cultural sites in historic and cultural districts.	KL	$75.00	0.30	$22.50
01/27/2025	Research Florida SB 1526 regarding local regulation of Nonconforming and Unsafe Structures.	KL	$75.00	0.50	$37.50
01/27/2025	Multiple communications with P. McNeese.	SL	$225.00	0.30	$67.50
01/27/2025	Multiple communications with K. Creighton.	SL	$225.00	0.30	$67.50
01/27/2025	Review Resolution 2022-01.	SL	$225.00	0.30	$67.50
01/27/2025	2 emails sent/reviewed regarding Recreational Vehicles - Tarpon Springs	AD	$225.00	0.10	$22.50
01/27/2025	1 email sent/reviewed regarding TS - demolition by neglect - SB 1526	AD	$225.00	0.10	$22.50
01/28/2025	Review of F.S. 509.102 Mobile food dispensing vehicles; temporary commercial kitchens; preemption.	KL	$75.00	0.20	$15.00
01/28/2025	Research local government local vs nonlocal business licensing regarding mobile food dispensing vehicles.	KL	$75.00	0.30	$22.50
01/28/2025	Review correspondence from R.Vincent.	KL	$75.00	0.10	$7.50
01/28/2025	Research Florida case law pertaining to demolition by neglect and its application to local governments and prepare memorandum of law.	RG	$75.00	1.00	$75.00
01/28/2025	Communication with P. McNeese.	SL	$225.00	0.30	$67.50
01/29/2025	Multiple communications with P.McNeese.	KL	$75.00	0.20	$15.00
01/29/2025	Communication with K.Creighton.	KL	$75.00	0.10	$7.50
01/29/2025	Receive and review request for legal services regarding ordinance docks on Vacant Property (application 25-06).	KL	$75.00	0.30	$22.50
01/29/2025	Receive and review request for legal services regarding ordinance revision sign code (application #25-05).	KL	$75.00	0.30	$22.50

01/30/2025	Review correspondence from K.Creighton.	KL	$75.00	0.10	$7.50
01/30/2025	Communication with citizen regarding recreational vehicle zoning.	SL	$225.00	0.20	$45.00
01/30/2025	Communication with P. McNeese.	SL	$225.00	0.20	$45.00
01/30/2025	Research recreational vehicle zoning.	SL	$225.00	0.40	$90.00
				28.40	**$3,900.00**

Subtotal **$3,900.00**

2024-008 - Admin- Finance - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/13/2025	Receive and review 4/2/2024 packet regarding Administrative Code Procurement Guidelines.	KL	$75.00	0.20	$15.00
01/21/2025	Meeting with finance director.	AD	$225.00	0.20	$45.00
				0.40	**$60.00**

Subtotal **$60.00**

2024-020 - City of Tarpon Springs vs. Tina Hinton

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Review correspondence from H.Lee.	KL	$75.00	0.10	$7.50
01/02/2025	Review correspondence from T.Hinton.	KL	$75.00	0.20	$15.00
01/02/2025	Review correspondence from M.Rolleston.	KL	$75.00	0.10	$7.50
01/02/2025	Review correspondence from J.Young.	KL	$75.00	0.10	$7.50
01/02/2025	Multiple communications with code enforcement clerk.	KL	$75.00	0.40	$30.00
01/02/2025	Review case file and correspondence regarding litigation status and expiration of stay of case.	RG	$75.00	0.20	$15.00
01/02/2025	2 emails sent/reviewed regarding TS - Hinton - Code Enforcement 1/9 - urgent	AD	$225.00	0.10	$22.50

01/06/2025	Review correspondence from T.Hinton.	KL	$75.00	0.10	$7.50
01/07/2025	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
01/13/2025	Multiple communications with code enforcement clerk.	KL	$75.00	0.20	$15.00
01/13/2025	Review case file regarding stay of proceedings and next step in case.	RG	$75.00	0.20	$15.00
01/13/2025	Communication with T.Hinton.	KL	$75.00	0.10	$7.50
01/13/2025	Receive and review City of Tarpon Springs fine reduction form.	KL	$75.00	0.10	$7.50
01/13/2025	Receive and review City of Tarpon Springs fine reduction form instructions.	KL	$75.00	0.10	$7.50
01/13/2025	1 email sent/reviewed regarding TIna Hinton Case	AD	$225.00	0.10	$22.50
				2.20	**$195.00**

Subtotal **$195.00**

2024-019 - Admin- City Attorney City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Communication with A.Salzman, Esq.	KL	$75.00	0.10	$7.50
01/02/2025	Review of draft agenda item regarding board of commissioners rules of procedure.	KL	$75.00	0.20	$15.00
01/03/2025	Further research regarding Florida's Anti-Nepotism laws and applicability to local governments.	RG	$75.00	2.00	$150.00
01/03/2025	Revise case management tracking report regarding request for legal services.	KL	$75.00	0.30	$22.50
01/03/2025	Research regarding anti-nepotism laws.	SL	$225.00	0.30	$67.50
01/03/2025	Continue researching anti-nepotism laws and public official voting conflicts.	SL	$225.00	0.40	$90.00
01/07/2025	Research executive order no. 24-264 regarding state of emergency Hurricane Milton.	KL	$75.00	0.30	$22.50
01/07/2025	Research executive order no. 24-249 regarding state of emergency Hurricane Helene.	KL	$75.00	0.30	$22.50
01/07/2025	Research resolution no. 25-1 order extending state of emergency Pinellas County.	KL	$75.00	0.20	$15.00

01/07/2025	Review correspondence regarding compensation and rate analysis.	RG	$75.00	0.30	$22.50
01/07/2025	Analyze Resolution 2025-01 regarding the City Employee Bonus Program.	RG	$75.00	0.30	$22.50
01/07/2025	Review and verify applicability of the Governor's emergency declaration for Pinellas County.	RG	$75.00	0.30	$22.50
01/07/2025	Analyze First Amendment implications of proposed sign code changes under Resolution 2025-09.	RG	$75.00	0.30	$22.50
01/07/2025	Communication with A. Salzman, Esq.	SL	$225.00	0.30	$67.50
01/07/2025	Communication with A.Salzman, Esq.	KL	$75.00	0.10	$7.50
01/07/2025	Prepare research regarding community redevelopment agency on funds.	KL	$75.00	0.40	$30.00
01/07/2025	Prepare research regarding community redevelopment agency on procurement.	KL	$75.00	0.40	$30.00
01/07/2025	Communication with A.Salzman, Esq.	AD	$225.00	0.40	$90.00
01/07/2025	3 emails sent/reviewed regarding TS BOC Agenda item	AD	$225.00	0.20	$45.00
01/07/2025	1 email sent/reviewed regarding TS - Anti-nepotism	AD	$225.00	0.10	$22.50
01/08/2025	Review and revise case management tracking report regarding request for legal services.	KL	$75.00	0.20	$15.00
01/08/2025	2 emails sent/reviewed regarding Artists rights (Tarpon Springs)	AD	$225.00	0.10	$22.50
01/08/2025	1 email sent/reviewed regarding Federal statute	AD	$225.00	0.10	$22.50
01/13/2025	Review Dec. HPB meeting.	AD	$225.00	1.00	$225.00
01/14/2025	Eight Simple Steps to a Quasi Judicial Proceeding - TS HPB edited	AD	$225.00	0.20	$45.00
01/14/2025	1 email sent/reviewed regarding TS Heritage Preservation Board Quasi Judicial Process	AD	$225.00	0.10	$22.50
01/15/2025	Multiple communications with A.Salzman, Esq.	KL	$75.00	0.30	$22.50
01/15/2025	Receive and review request for legal services regarding quasi-judicial process guide to planning and zoning board.	KL	$75.00	0.20	$15.00
01/17/2025	Revise case management tracking report regarding requests for legal services.	KL	$75.00	0.20	$15.00
01/21/2025	Receive and review packet regarding city downtown redevelopment plan.	KL	$75.00	0.20	$15.00
01/21/2025	Communication with C.Kobielnik Unice Salzman, P.A.	KL	$75.00	0.10	$7.50
01/21/2025	Prepare for and attend meeting with staff to discuss Boards and Committees.	AD	$225.00	2.00	$450.00
01/21/2025	Communication with A. Salzman, Esq.	SL	$225.00	0.20	$45.00
01/21/2025	Research regarding fire impact fees.	SL	$225.00	0.60	$135.00

01/21/2025	Boards and Committees Article - Sample - Naples created	AD	$225.00	0.10	$22.50
01/21/2025	1 email sent/reviewed regarding Tarpon Springs - CRA	AD	$225.00	0.10	$22.50
01/21/2025	2 emails sent/reviewed regarding TS Legal Question	AD	$225.00	0.10	$22.50
01/21/2025	document (3) created	AD	$225.00	0.10	$22.50
01/21/2025	4 emails sent/reviewed regarding Short term rental/ tourist homes, Discussion Item for Jan 21 BOC agenda	AD	$225.00	0.20	$45.00
01/21/2025	1 email sent/reviewed regarding Tarpon Springs Boards and Committees	AD	$225.00	0.10	$22.50
01/22/2025	Receive and review request for legal services regarding draft agenda memo to boards and committees code changes.	KL	$75.00	0.30	$22.50
01/22/2025	Receive and review request for legal services regarding fire impact fees.	KL	$75.00	0.20	$15.00
01/22/2025	1 email sent/reviewed regarding Letter for Previous Mayors	AD	$225.00	0.10	$22.50
01/22/2025	1 email sent/reviewed regarding City Boards Rules Revisions_City Manager Agenda Memo	AD	$225.00	0.10	$22.50
01/22/2025	1 email sent/reviewed regarding TS Legal Question - fire impact fees	AD	$225.00	0.10	$22.50
01/22/2025	Continue researching impact fees.	SL	$225.00	0.30	$67.50
01/23/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/23/2025	Prepare first draft edits of board of commissioners agenda memo regarding city boards city manager.	KL	$75.00	0.50	$37.50
01/23/2025	Review of city of Tarpon Springs calendar regarding city public meetings.	KL	$75.00	0.30	$22.50
01/24/2025	Review and revise draft of Eight Simple Steps to a Quasi Judicial Proceeding regarding Tarpon Springs Planning and Zoning Board.	KL	$75.00	0.20	$15.00
01/24/2025	1 email sent/reviewed regarding City Boards Rules Revisions_City Manager Agenda Memo	AD	$225.00	0.10	$22.50
01/24/2025	2 emails sent/reviewed regarding Tarpon Springs - CRA	AD	$225.00	0.10	$22.50
01/27/2025	1 email sent/reviewed regarding TS - Eight Simple Steps to a Quasi Judicial Proceeding - TS P&Z	AD	$225.00	0.10	$22.50
01/27/2025	1 email sent/reviewed regarding City Boards Rules Revisions_City Manager Agenda Memo	AD	$225.00	0.10	$22.50
01/27/2025	1 email sent/reviewed regarding Anti-nepotism.	AD	$225.00	0.10	$22.50
01/27/2025	Eight Simple Steps to a Quasi Judicial Proceeding - TS P&Z edited	AD	$225.00	0.10	$22.50
01/28/2025	Research HB 269 regarding public nuisances.	KL	$75.00	0.30	$22.50

01/28/2025	Research case Norse v. City of Santa Cruz regarding public meetings.	KL	$75.00	0.20	$15.00
01/28/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/28/2025	Prepare first draft of board of commissioners rules of procedure title page, acknowledgement, packet.	KL	$75.00	0.50	$37.50
01/28/2025	1 email sent/reviewed regarding TS - Eight Simple Steps to a Quasi Judicial Proceeding - TS P&Z	AD	$225.00	0.10	$22.50
01/28/2025	2 emails sent/reviewed regarding City Boards Rules Revisions_City Manager Agenda Memo	AD	$225.00	0.10	$22.50
01/29/2025	Review and revise agenda memo regarding city boards and committees.	KL	$75.00	0.30	$22.50
01/29/2025	Review correspondence from M.Gallet.	KL	$75.00	0.10	$7.50
01/29/2025	Communication with P.Smith.	KL	$75.00	0.10	$7.50
01/29/2025	Multiple communications with A.Salzman, Esq.	KL	$75.00	0.30	$22.50
01/29/2025	1 email sent/reviewed regarding Anti-nepotism.	AD	$225.00	0.10	$22.50
01/29/2025	3 emails sent/reviewed regarding Removing GC from permits / DiNenno email exchange	AD	$225.00	0.10	$22.50
01/30/2025	Review correspondence from A.Salzman, Esq.	KL	$75.00	0.10	$7.50
01/30/2025	Revise case management tracking report regarding request for legal services.	KL	$75.00	0.50	$37.50
01/30/2025	Research HB 267 regarding building regulations.	KL	$75.00	0.20	$15.00
01/30/2025	Receive and review request for legal services regarding city board members guide how-to motions.	KL	$75.00	0.30	$22.50
01/31/2025	Review of EFDMS status and requirements regarding local officers form 1 filing.	KL	$75.00	2.00	$150.00
01/31/2025	Research Form F1 filing for city attorney.	AD	$225.00	0.20	$45.00
				21.80	**$2,910.00**

Subtotal **$2,910.00**

2024-021 - Admin- Code Enforcement Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/28/2025	Communication with H. Lee.	SL	$225.00	0.20	$45.00

01/29/2025	Multiple communications with M. Rolleston.	SL	$225.00	0.20	$45.00
				0.40	**$90.00**

Subtotal **$90.00**

2024-001 - Public Meetings and Officials City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/07/2025	Prepare for 1/7 CRA meeting.	AD	$225.00	1.00	$225.00
01/07/2025	Prepare for 1/7 BOC meeting.	AD	$225.00	1.50	$337.50
01/07/2025	Communication with Mayor Koulias.	AD	$225.00	0.30	$67.50
01/07/2025	Communication with Vice Mayor Koulianos.	AD	$225.00	0.20	$45.00
01/07/2025	Attendance at 1/7 CRA Board meeting.	AD	$225.00	1.50	$337.50
01/07/2025	Attendance at 1/7 BOC meeting.	AD	$225.00	3.50	$787.50
01/07/2025	CRA - On Funds reviewed	AD	$225.00	0.20	$45.00
01/07/2025	1-7-25 Community Redevelopment Agency Agenda Packet reviewed	AD	$225.00	0.90	$202.50
01/07/2025	1-7-25 Board of Commissioners Agenda Packet (updated 1-7) reviewed	AD	$225.00	0.60	$135.00
01/07/2025	CRA - On Procurement reviewed	AD	$225.00	0.10	$22.50
01/07/2025	1-7-25 Community Redevelopment Agency Agenda reviewed	AD	$225.00	0.20	$45.00
01/08/2025	1 email sent/reviewed regarding Quasi-Judicial	AD	$225.00	0.20	$45.00
01/08/2025	Eight Simple Steps to a Quasi Judicial Proceeding edited	AD	$225.00	0.40	$90.00
01/08/2025	1 email sent/reviewed regarding Simple QJ Outline	AD	$225.00	0.10	$22.50
01/08/2025	Quasi-Judicial Process - Basic Steps reviewed	AD	$225.00	0.10	$22.50
01/09/2025	Communication with Vice Mayor Koulianous.	AD	$225.00	0.40	$90.00
01/13/2025	Communication with Vice Mayor Koulianos.	AD	$225.00	0.40	$90.00
01/13/2025	Prepare for 1/13 HPB meeting.	AD	$225.00	1.00	$225.00
01/13/2025	Attendance at 1/13 HPB meeting.	AD	$225.00	1.50	$337.50
01/13/2025	1-13-25 Heritage Preservation Board Agenda Packet reviewed	AD	$225.00	0.60	$135.00

01/17/2025	Email attachment reviewed - 1-21-25 Board of Commissioners Agenda - DLF (1_17)	AD	$225.00	0.10	$22.50
01/17/2025	1 email sent/reviewed regarding TS - BOC Agenda 1/21	AD	$225.00	0.10	$22.50
01/21/2025	Prepare for 1/21 BOC and CRA meetings.	AD	$225.00	1.90	$427.50
01/21/2025	Attendance at 1/21 BOC and CRA meeting.	AD	$225.00	2.50	$562.50
01/21/2025	1-21-25 Board of Commissioners Agenda - DLF (1/21) reviewed	AD	$225.00	0.10	$22.50
01/21/2025	1-21-25 Board of Commissioners Regular Session Agenda Packet reviewed	AD	$225.00	1.20	$270.00
01/21/2025	1-21-25 Board of Commissioners Agenda Packet reviewed	AD	$225.00	0.20	$45.00
01/22/2025	Revise Mayor's letter regarding gifted items.	SL	$225.00	0.20	$45.00
01/23/2025	1 email sent/reviewed regarding Letter for Previous Mayors	AD	$225.00	0.10	$22.50
01/24/2025	Dear Mayor Letter - Edits edited	AD	$225.00	0.30	$67.50
01/24/2025	1 email sent/reviewed regarding Letter for Previous Mayors	AD	$225.00	0.10	$22.50
01/27/2025	Communication with Mayor Koulias.	AD	$225.00	0.40	$90.00
01/27/2025	Attendance at January 27, 2025, Planning and Zoning Meeting.	SL	$225.00	1.60	$360.00
01/28/2025	Communication with Mayor Koulias.	AD	$225.00	0.10	$22.50
				23.60	**$5,310.00**

Subtotal	**$5,310.00**

Statement Subtotal	**$17,932.50**
Total	**$17,932.50**
Total Balance Due	**$17,932.50**

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250119-N-AS, Public Safety Health Screenings **(Frank Ruggiero Assistant Police Chief, Janina Lewis Procurement Director)**

Recommendation

Award File No. 250119-N-AS, Single Source Purchase of Public Safety Health Screenings to Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers (Life Scan), effective February 28, 2025 through February 27, 2026, in an estimated amount not to exceed $75,000, for the Police and Fire Departments.

Background

The City has 57 sworn police officers that undergo annual physicals to ensure they are in good physical condition and able to perform the physical demands of their job. The City has 46 firefighters that are required by the National Fire Protection Association to undergo annual medical exams. The services offered by Life Scan provides the required medical exams and early detection testing for various major diseases. All exams are completed at the Public Safety Complex while the firefighter or police officer is on-duty. The requested award amount includes a 4-6% contingency to cover medical exams for new hires and additional necessary testing (see attached memos). The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.058. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding

001-1002-521-3100 FY25 Police Department - $40,000 and 001-1102-522-3100 FY25 Fire Department - $35,000

Strategic Plan Objective

N/A

TARPON SPRINGS POLICE DEPARTMENT

MEMORANDUM

"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

To: Janina Lewis, Procurement Services Director

From: Frank Ruggiero, Assistant Chief of Police

Date: February 6, 2025

Ref: Life Scan Wellness Centers contract renewal

The Police Department (PD) is requesting authorization to award a Single Source Purchase of Public Safety Health Screenings contract to Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, effective February 28, 2025 through February 27, 2026 in an estimated amount not to exceed $40,000.00.

Life Scan Wellness Centers perform onsite comprehensive Medical Exams of all Fifty-Seven (57) sworn Law Enforcement Officers. The requested amount reflects historical department spend for these services and adjusted to account for the current contract rates and expected new hires.

The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.058. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding for this will come out of account:
Professional Services FY25 001-1002-521.31-00

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

"A Full Service Accredited Law Enforcement Agency"

Tarpon Springs Fire Rescue

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

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

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoung@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Director

From: Deputy Chief Craig Misener

Date: February 6, 2024

Reference: Life Scan Wellness Contract Renewal

Purchasing,

Tarpon Springs Fire Rescue is requesting authorization to award a Single Source Purchase of Public Safety Health Screenings contract to Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, effective February 28, 2025, through February 27, 2026, in an estimated amount not to exceed $35,000.00.

Life Scan Wellness Centers perform comprehensive Medical Exams on-site for all Forty-six (46) Firefighters. The requested amount reflects historical department spending for these services and is adjusted to account for the current contract rates and expected new hires.

The purchase of medical services is exempt from competition pursuant to Florida State Statute 287.057. Life Scan is contracted with other Florida agencies, including the City of Clearwater RFP No. 53-23, and the price offered to the City is consistent with their lowest contract price.

Funding for Life Scan Physicals: Account 001-1102-522.31-00

Respectfully,

Deputy Chief Craig Misener

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250118-C-AS, Trash Receptacles and Lids **(Tom Funcheon Public Works Director, Marco Villagomez Solid Waste Supervisor, Janina Lewis Procurement Director)**

Recommendation

Award File No. 250118-C-AS, Trash Receptacles and Lids, Utilizing The Interlocal Purchasing System (TIPS) Contract No. 230301, with Treetop Products LLC, in an estimated total amount not to exceed $58,000, for the Public Works Department - Solid Waste and Parks Divisions.

Background

The Public Works Department, Solid Waste Division (SWD) recently conducted an audit of the City's trash receptacles in the downtown area, local parks, and at the Sponge Docks. The audit aimed to identify areas with the highest concentrations of trash to ensure proper container placement and quantities. SWD saw significant rust and wear on many receptacles and noted excess trash in some areas, where other receptacles were seldom used. The purpose of this contract is to furnish and deliver trash receptacles and lids to replace the City's existing containers that are rusted and worn beyond repair. Approval of this contract will help to better manage the trash flow in these areas and enhance the city's aesthetic appeal, aligning with the City's current revitalization plan (see attached memo). SWD obtained multiple quotes and Treetop Products provided the lowest pricing through use of the TIPS Contract. SWD negotiated additional savings, totaling 25% off list prices. The requested award amount includes an 11% contingency to replace 1-5 additional receptacles throughout the city as needed.

Funding

Account nos. 154-1682-559.5200 - $19,792.57 (Downtown) and 401-4105-534.5200 - $38,207.43 (Sponge Docks - $18,651.96 and Parks - $19,555.47)

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director

From: Marco Villagomez, Solid Waste Supervisor

Date: February 11, 2025

Re: Authorize Purchase of Trash Receptacles and Lids, Utilizing The Interlocal Purchasing System (TIPS) Contract No. 230301, Furniture, Furnishings, and Services

Recommend:

Authorize approval of a contract with Treetop Products LLC, utilizing TIPS Contract No. 230301, for the purchase of trash receptacles and lids, in an estimated total amount not to exceed $58,000, for the Public Works Department.

Background:

The Public Works Department, Solid Waste Division (SWD) recently conducted an audit of the City's trash receptacles in the downtown area, local parks, and at the Sponge Docks. The audit aimed to identify areas with the highest concentrations of trash to ensure proper container placement and quantities. SWD saw significant rust and wear on many receptacles and noted excess trash in some areas, where other receptacles were seldom used. Approval of this contract will help to better manage the trash flow in these areas and enhance the city's aesthetic appeal, aligning with the City's current revitalizing plan. The proposed trash receptacles for downtown and Sponge Docks are made from solid steel construction with thick slats and a durable, weather resistant powder-coated finish for lasting wear. They are also ergonomically correct, featuring side-opening doors and handles for easier handling. This ergonomical design will reduce injury risk to staff compared to the current top-emptying design. The receptacles proposed for parks are made from a high-density Polyethylene plastic, which is considered virtually indestructible. SWD obtained quotes from different suppliers. Treetop Products offered the lowest pricing through use of The Interlocal Purchasing System (TIPS) Contract and SWD negotiated an additional savings, totaling 25% off list prices. The requested award amount includes an 11 % contingency to replace 1-5 additional receptacles throughout the city as needed.

Funding for this project will come from the following accounts: 154-1682-559.5200 - $19,792.57 (Downtown) and 401-4105-534.5200 - $38,207.43 (Sponge Docks - $18,651.96 and Parks - $19,555.47)

TreeTopProducts.com
Lowest Prices Guaranteed

Quote

Account Number - 326051

Estimate # QUOTRE41925

2/7/2025

Treetop Products, LLC
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

Customer
Marco Villagomez
City of Tarpon Springs
PO Box 5004
Tarpon Springs FL 34689
(727) 597-2706

Ship To
Marco Villagomez | TIPS # 230301
City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34689
(727) 597-2706

Item	Qty	Rate	Amount	Estimated Lead Time
4ZT4282-BK Northgate Receptacle/ 32 Gal Rain Bonnet Lid Receptacle Black Onyx	22	$935.00	$20,570.00	Ships in 1 to 2 Days
KGDISCOUNT	1	$-4,180.00	$-4,180.00	

Subtotal	$16,390.00
Tax Total (%)	$0.00
Shipping	$1,219.88
Total	$17,609.88

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

TreeTopProducts.com
Lowest Prices Guaranteed

Quote

Account Number - 326051

Estimate # QUOTRE41953

2/4/2025

Treetop Products, LLC
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

Customer
Marco Villagomez
City of Tarpon Springs
PO Box 5004
Tarpon Springs FL 34689
(727) 597-2706

Ship To
Marco Villagomez | TIPS # 230301
City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34689
(727) 597-2706

Item	Qty	Rate	Amount	Estimated Lead Time
4YD5031-DG Arwin Round 42-Gal Receptacle/ Dome Lid/ Liner/ Dark Granite	40	$409.00	$16,360.00	Ships in 3 - 4 Weeks
4YD4992 Surface Mount Pedestal	40	$109.00	$4,360.00	Ships in 3 - 4 Weeks
KGDISCOUNT	1	$-4,600.00	$-4,600.00	

Subtotal	$16,120.00
Tax Total (%)	$0.00
Shipping	$1,252.78
Total	$17,372.78

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

TreeTopProducts.com
Lowest Prices Guaranteed

Quote

Account Number - 326051

Estimate # QUOTRE41926

2/7/2025

Treetop Products, LLC
222 State Street
Batavia IL 60510
(866) 511-5642
info@treetopproducts.com

Customer
Marco Villagomez
City of Tarpon Springs
PO Box 5004
Tarpon Springs 34689
(727) 597-2706

Ship To
Marco Villagomez | TIPS # 230301
City of Tarpon Springs
325 E Pine Street
Tarpon Springs FL 34689
(727) 597-2706

Item	Qty	Rate	Amount	Estimated Lead Time
4ZT4282-BK Northgate Receptacle/ 32 Gal Rain Bonnet Lid Receptacle Black Onyx	18	$935.00	$16,830.00	Ships in 1 to 2 Days
4ZV4347 Northgate Double Receptacle/ Rain Bonnet Lids/ Liners	2	$1,189.99	$2,379.98	Ships in 1 to 2 Days
KGDISCOUNT	1	$-3,842.00	$-3,842.00	

Subtotal	$15,367.98
Tax Total (%)	$0.00
Shipping	$1,229.68
Total	$16,597.66

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

TIPS VENDOR AGREEMENT

TIPS RFP 230301 Furniture, Furnishings, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

TreeTop Products, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230301 Furniture, Furnishings, and Services

Vendor Name: TreeTop Products, Inc.

Vendor Address: 222 State Street

City: Batavia State: IL Zip Code: 60510

Vendor Authorized Signatory Name: Craig Riley

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Phone: 630-845-5421

Vendor Authorized Signatory Email: keyaccounts@treetopproducts.com

Vendor Authorized Signature: Craig Digitally signed by Craig Date: 2023.03.20 10:40:21 -05'00' Date: 3/20/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/25/2023

230301 Addendum 1
TreeTop Products
Supplier Response

Event Information

Number: 230301 Addendum 1
Title: Furniture, Furnishings and Services
Type: Request for Proposal
Issue Date: 3/2/2023
Deadline: 4/21/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200301 FURNITURE, FURNISHINGS, AND SERVICES ("200301") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR FURNITURE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200301.

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IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200301 WHICH COVERS ALL OF YOUR FURNITURE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

TreeTop Products Information

Contact: Craig Riley
Address: 222 State Street
Batavia, IL 60510
Phone: (866) 511-5642
Email: keyaccounts@treetopproducts.com
Web Address: treetopproducts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Craig Riley
Signature

keyaccounts@treetopproducts.com
Email

Submitted at 3/24/2023 09:35:12 AM (CT)

Requested Attachments

Vendor Agreement

230301 Vendor Agreement - TreeTop Products.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2

230301 Pricing Form 2 - TreeTop Products.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Pricing Form 1

230301 Pricing Form 1 - TreeTop Products.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

230301 Vendor Agreement Signature Form - TreeTop Products.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230301 Reference Form - TreeTop Products.xlsx

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230301 Required Confidentiality Claim Form - TreeTop Products.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

Treetop Products W-9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Treetop Products Supplemental Information.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

TreeTop 2023 Digital Catalog.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

TT_Logo_Horiz_2Lines.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

TT_Logo_Horiz_2Lines_4c.ai

Treetop Products Logo - Vector .ai format

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 **Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 **National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 **States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Manufacturer of outdoor site furnishings including Picnic Tables, Park Benches, Trash and Recycling Receptacles, Traffic Safety Products, Signs, and more.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Craig Riley

7 **Primary Contact Title**

Primary Contact Title

VP of Sales

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

keyaccounts@treetopproducts.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

6308455421

10

Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11

Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12

Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Nicole Holakovsky

13

Secondary Contact Title

Secondary Contact Title

Key Accounts Group Representative

14

Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

keyaccounts@treetopproducts.com

15

Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

6308455422

16

Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17

Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18

Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Craig Riley

19

Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

keyaccounts@treetopproducts.com

20

Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6308455421

21

Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Craig Riley

22

Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

keyaccounts@treetopproducts.com

23

Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6308455421

24

Company Website

Company Website (Format - www.company.com)

www.treetopproducts.com

25

Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

TreeTop Products

26

Primary Address

Primary Address

222 State Street

27

Primary Address City

Primary Address City

Batavia

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

IL

29

Primary Address Zip

Primary Address Zip

60510

30

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Treetop Products
Tree Top Products
Bench
Picnic Table
Trash Can
Waste
Trash Receptacle
Recycling
Sign
Speed Bump
Wheel Stop
Car Stop
Parking Block
outdoor furniture
playground furniture

31

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Batavia

33

Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

IL

34

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

14

35

Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36

Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37

Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38

Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify (Yes)
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree (Yes)
50	**Alternative Dispute Resolution Limitations** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Does Vendor agree? Yes

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

66	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes

68	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** 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). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) 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. Does vendor certify that it is in compliance with these provisions? Yes

84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 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. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may 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). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “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. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “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” 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will 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). Does Vendor Certify? Yes

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88

2 CFR Part 200 or Federal Provision - 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes

90	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members 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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

91	**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92	**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*

98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230301 Furniture, Furnishings, and Services	TreeTop Products, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Lompoc Unified School District	John Metzger	metzger.john@lusd.org	(805) 742-3257
City of Burgaw	Cody Suggs	csuggs@burgawnc.gov	(910) 300-6401
Town of Easton	Dawn Hutchison	dhutchison@eastonmd.gov	(410) 822-2525
City of Lancaster	Gary Jones	Gjones@cityoflancasterca.gov	(661) 609-0319
City Of Marco Island	Martha Montgomery	mmontgomery@cityofmarcoisland.com	(239) 389-5196
Standard School District	Michael Strahan	mstrahan@standardschools.net	661-809-1701
City of Madison, MN	Cheri Tuckett	cherit@ci.madison.mn.us	320-598-7373
Camp Courageous	Charles Becker	cbecker@campcourageous.org	(319) 465-5916 ex 2100
The Olander Park System	Dave Woodcock	dwoodcock@olanderpark.com	(419) 345-0597
Traffic Safety Supply Co	Rick Whelan	rwhelan@tssco.com	(503) 235-8531

TIPS CONTRACT 230301

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: TreeTop Products, Inc.

Vendor Authorized Signatory Name: Craig Riley

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Email: Keyaccounts@treetopproducts.com

Vendor Address: 222 State Street

City: Batavia State: IL Zip Code: 60510

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Craig Digitally signed by Craig Date: 2023.03.20 10:06:26 -05'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Product Warranty

Products manufactured by **TreeTop Products** utilize the best quality materials available, and are built by experts with unparalleled craftsmanship. Because of this, we are proud to offer a **warranty** on these **recycled plastic site furnishings** for **50-years**. None of our competitors can do this. Just imagine; your hair will turn gray before you need to replace one of our products! Our products shall be free of defects in material and workmanship for the Warranty Period - in effect at the date of purchase.

Replacement product will be shipped free of charge when the warranty is claimed within one year of the original receipt date. If the warranty claim is longer than 1 year, the customer will be responsible for shipping costs for the replacement product.

For products **not** manufactured by TreeTop Products, the product warranty period varies from product to product. If a product's warranty is longer than 1 year, this longer warranty is listed on the individual product page.

The warranty and, if applicable, extended warranties (including TreeTop Products's 50-year guarantee), expressly excludes and does **not** cover damage to any product, which is caused by the following:

- Improper handling
- Misuse
- Alteration
- Vandalism
- Incorrect installation
- Exposure to the elements, or by storm, hail, fire or flood

All such occurrences will immediately void the warranty and, if applicable, extended warranties on the product.

Any product verified to be defective within that product's warranty period, shall upon prompt notification by its Purchaser to our Customer Service department, be either replaced or repaired at TreeTop Products's sole discretion.

Merchandise cannot be returned without a return authorization number from a customer service representative, as well as a copy of the original invoice documenting the date of purchase.

Color Disclaimer

Although every effort is made to represent a product's true color as accurately as possible, colors may appear differently in real life versus a print or digital representation of the same color swatch. There also may be subtle color differences among product dye lots.

If you have any questions concerning a product's warranty or the color disclaimer, please call our Customer Service department at **1-866-511-5642**, between Mon - Fri, 7am-5pm CST.

TreeTop Products

Shipping Policy

TreeTop Products maintains a wide array of items that are in stock and can be shipped next business day. Once your order has been processed and paid for with a credit card or previously approved purchase order, our employees start the process of getting your product to you as quickly as possible. Total transit times are based upon the location the products is being shipped to from our distribution centers.

Our employees review every order for accuracy. Occasionally, we may ask you to verify a product purchased, a shipping address, a tax exemption number or delivery instructions. In the case where additional verification is required, your order will be held until you confirm your information.

In stock items you are interested in may be limited by color, style, material, quantity, and other variations and are available on a first-come, first-serve basis. Additionally, custom products or split shipments are not available for next day shipping.

You will be notified if our stock does not contain the capacity you wish to purchase or if there are any other circumstances in which your order does not qualify for next day shipping. We are not responsible for carrier delivery delays, forces of nature or other factors that are out of our control

Lead Time

All orders are processed upon receipt. Actual shipping time is contingent upon availability of merchandise and credit verification. Most products are shipped within 5 - 14 business days from receipt of order. Orders are processed and shipped during normal business hours, Monday through Friday. Please view individual product pages for more accurate lead times. Customized products and large volume orders generally have a longer lead time.

Shipping Methods

TreeTop Products ships the most economical way possible. Many of our products ship via UPS. However, heavier items and large orders ship via a common carrier (semi-truck). For common carrier shipments, the driver will bring the product to the truck tailgate. **The consignee (usually the buyer) is responsible for offloading merchandise from the common carrier truck's tailgate.**

What is Liftgate?

This unloading method is recommended for heavy and/or large shipments to a destination that does NOT have a loading dock or fork-lift services available. This option is only available for freight via common carrier truck shipments.

A liftgate will assist the receiver (consignee) by lowering the merchandise from the truck to the ground for easy removal. **The customer is responsible for removing their shipment from the common carrier truck. Drivers are not required to help remove a shipment from a truck.**

Make sure to order liftgate service with your shipment if you are unable to unload the shipment yourself (due to lack of truck dock and/or fork-lift). This option needs to be noted at the time of order. There is an additional fee for this service.

Shipping Charges

Customers are responsible for all shipping charges. Your charges will be calculated and displayed during the checkout process. TreeTop Products will prepay all shipping charges (UPS and common carrier). These shipping charges - paid by TreeTop Products - will be added to the customer's invoice.

Delivery Hours

Standard delivery hours are Mon - Fri, 8am-5pm CST. Please note on your order if your facility has special delivery hours and/or delivery directions.

How to Receive your Product

1. IMMEDIATELY inspect all package(s) and product(s) before acceptance from the carrier.
2. Note any damage to your product(s) on the Bill of Lading **before** you and the driver sign-off on the shipment. Please take pictures of any damage that is found, and date the images.
3. Keep all packaging and paperwork until the inspection process is complete.
4. **Report damage and shortage claims within 5 days of delivery** to a customer service representative at TreeTop Products. Freight damage claims are extremely time sensitive. Please contact our Customer Service department at 1-866-511-5642 for return/replacement instructions.

Partial Shipments

When ordering multiple products on a single order, delivery dates may vary. Products ship from various warehouses. Be assured, your entire order will be delivered as quickly as possible.

Return Policy

We want you to be completely satisfied with your purchase – if you aren't, you can return it. Please call TreeTop Products, at 1-866-511-5642, between 8 a.m. and 5p.m. CST, Monday through Friday for authorization and return shipping instructions within 30 days of receiving your products. A unique return authorization (RA) number is required for each returned product, or the shipment will NOT BE credited.

Returned merchandise must be shipped in original packaging, be unused and in resalable condition. TreeTop Products inspects all returns and reserves the right to refuse credits on damaged, misused, or non-resalable items.

Original shipping and handling charges are non-refundable for all returns. The customer is responsible for return shipping charges. No Collect on Delivery (COD) or Freight Collect shipments will be accepted.

A restocking fee of 25% is charged on all returns and exchanges.

Custom, personalized, replacement parts and clearance products are not returnable. Products considered "custom" include, but are not limited to, certain colors, some made-to-order products, and engraved and personalized products.

Orders may be canceled without penalty prior to shipment, with the exception of customized items. If products have shipped prior to a cancelation request, it will be handled as a return, described above.

TreeTop Products does not reimburse customers for any labor costs that have been incurred for the assembly, disassembly, or installation of any product.

Damage During Shipping

Occasionally, damage occurs during shipping - please remember to inspect your products completely and take photos at the time of delivery. It is important to note any damage on the Bill of Lading before you and the driver sign off on the shipment. Damage and shortage claims must be reported within 5 days of delivery. All packaging and paperwork should be kept until the inspection process is completed.

Tax Information

What do I need to do if my organization is considered tax exempt?

In order to declare your company exempt from sales/use tax, your state-issued exemption certificate must be emailed to:

accounting@treetopproducts.com or faxed to: 630-761-1134 for review.

Please reference your Company Name and “Tax Exempt” and your Order Number if you have it, in the subject line of your email or fax.

Please note:

You will need to send us your current tax exempt certificate, regardless of whether you have provided us with the exemption number during account sign-up or check-out. We must have it on file.

Federal income tax documents are not accepted as state sales/use tax exemptions.

Please reference your order number to avoid delays in processing your documents.

Once your paperwork has been received and reviewed by our Accounting Department, we will update your state sales/use tax exempt status accordingly.

If the proper form is not provided before we ship your order, sales/use tax will be added to your final invoice.

If you have further questions, please contact us at: info@treetopproducts.com or 1-866-511-5642

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Extend File No. 190049-P-CM, Video Surveillance System **(Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Director)**

Recommendation

Extend File No. 190049-P-CM, Video Surveillance System, to CelPlan Technologies, Inc. through June 30, 2025 in an amount not to exceed $13,421.31 for the Public Works Department – Facilities Maintenance Division.

Background

On August 13, 2019, the Board approved award of Contract 190049-P-CM. The purpose of this contract is to furnish and install surveillance systems for various locations throughout the City. This contract also includes maintenance on the systems for a period of five (5) years. Extension of this contract for a period of six (6) months will allow time to re-bid continued maintenance services (see attached memo).

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

Funding

Funding is budgeted in account 001-1203-539.3400.

Strategic Plan Objective

N/A

CITY OF TARPON SPRINGS, FL
Public Works Department
324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director

From: Brandon Crum, Facility Management Superintendent

Date: February 10, 2025

Subject: Authorize temporary renewal of Contract RFP#190049-P-CM, Video Surveillance System Maintenance

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Recommendation:

Authorize temporary renewal of Contract RFP#190049-P-CM with CelPlan Technologies. The renewal will be for six months ending on 06/15/2025 and not to exceed the amount of $13,421.31

Background:

The City has been using CelPlan Technologies since 08/2019 for Security Camera Maintenance on public cameras.

Funding will be from account # 0011203539.3400

Quotation

CelPlan Technologies, Inc.
Wi4Net Division
1920 Association Dr., 4th Floor
Reston, VA, USA 20191
Phone (703) 259-4025 Fax (703) 476-8964

DATE 12/16/2024
Quotation # TPS241216 MSPY6 6mo Renewal v1
Customer ID Tarpon Springs

Quotation For: Tarpon Springs

Quotation valid until: 2/14/2025

Project: *MSPY6 renewal for 6months*
v1: initial quote

Comments or Special Instructions:
CelPlan Standard Terms: 100% at order
Quote is for budgetary purposes. Sales tax excluded based on current exemptions status, rates, and estimates.
See assumptions in the System Design Details
Comprehensive maintenance include
(Based on BOM: Tarpon Springs FL (BAFO)-Invoicing.xlsx)

SALESPERSON	WARRANTY	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
PL	Standard	3 weeks ARO			30 days net

QUANTITY	DESCRIPTION	UNIT PRICE	TAX	AMOUNT
1	**Renewal of MSP for Y6 (6 months)** **Start date: 12/15/2024** **End date: 6/14/2025** Annual Maintenance for the above system - Year 6	13,421.31	N	13,421.31
			SUBTOTAL	$ 13,421.31
			TAX RATE	0.00%
			SALES TAX	-
			SHIPPING	-
			TOTAL	$ 13,421.31

THANK YOU FOR YOUR BUSINESS!

CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

THRU: Jay Jackus, CPPO, CPPB, Procurement Services Director

FROM: Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst

DATE: 08/13/2019

SUBJECT: Award RFP No. 190049-P-CM, Video Surveillance System

RECOMMENDATION:

Award RFP No. 190049-P-CM, Video Surveillance System to CelPlan Technologies, Inc. in an amount not to exceed $294,014.42 for the IT Department.

BACKGROUND:

The purpose of this contract is to furnish and install surveillance systems for various locations throughout the City. This contract also includes maintenance on the systems for five years.

The Evaluation Committee evaluated four (4) responses received for the Request for Proposal and selected the top ranked firm.

Pursuant to Chapter 281.301, Florida Statues, information relating to security systems for any property owned or leased to the state or any of its political subdivisions is confidential and exempt from public access or disclosure.

The award amount of $294,014.42 includes a contingency of $5,000 for any unforeseen work.

FUNDING: $176,408.65, 307-8603-521.6300, One Cent Local Option Sales Tax
$117,605.77, 001-8802-519.6300, Non-Departmental, Improvements O/T Building, Project # PS1911, Camera System

Accepted by: _____ City Manager

Attest: _____ City Clerk

Tabulation of Submittals

For

RFP No. 190049-P-CM

Video Surveillance System

Thursday, June 6, 2019 @ 3:00 p.m.

Company	Amount	Points
CelPlan Technolgoies, Inc. Reston, VA	$289,014.42	93.00
Star Asset Security Orlando, FL	$297,446.12	91.25
Johnson Controls Tampa, FL	$337,760.00	90.25
ACCI/DAD Tampa, FL	$299,971.64	88.00

Broadcast: 551 Planholders: 41 Responses: 4

CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: City Commission

From: Charles Rudd, City Manager

Date: 2/13/2025

Subject: Contractual Services for Front Door Guard vs Employing a Guard

---

It is time for the renewal of our 3-year contract with Allied Universal Security for a guard at the front door and it would normally come to you on the consent agenda. It has been brought to my attention that Tom Casey, our front door guard, has enjoyed serving the city and would like to remain with us until his retirement. He has expressed a desire to become a city employee to work directly for us rather than through the agency that may or may not continue to assign him to this post. Ron has done the cost analysis, and it is included in your packet. In my short tenure here, I have enjoyed my interactions with Tom, and I feel he has been a real asset for the city. This would be a policy change and create a new position so it requires Commission approval. When Tom retires, we can decide if we want to fill the position or return to a contract for service with the agency. One issue to consider is that currently, if Tom calls out sick or takes vacation, the agency is responsible for sending someone to fill in. We would have to reassign someone from another area to cover for the time Tom was out.

I recommend we create a position for Tom and hire him as an employee of the city.

City of Tarpon Springs
Security Guard
December 2023 to November 2024

Payments to Allied Universal

	Rate	Dec-23		Jan-24		Feb-24		Mar-24		Apr-24		May-24		Jun-24		Jul-24		Aug-24		Sep-24		Oct-24		Nov-24		**Total**	
	Per Hour	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	**Hours**	**Amount**
Regular	$ 23.52	168	$ 3,951.36	184	$ 4,327.68	168	$ 3,951.36	168	$ 3,951.36	176	$ 4,139.52	184.5	$ 4,339.44	166	$ 3,904.32	184	$ 4,327.68	176	$ 4,139.52	168	$ 3,951.36	184	$ 4,327.68	160	$ 3,763.20	**2086.5**	**$ 49,074.48**
Overtime	$ 35.28	27	$ 952.56	30	$ 1,058.40	30	$ 1,058.40	31.5	$ 1,111.32	31.75	$ 1,120.14	30	$ 1,058.40	24	$ 846.72	33	$ 1,164.24	31.5	$ 1,111.32	25.5	$ 899.64	27	$ 952.56	36.5	$ 1,287.72	**357.75**	**$ 12,621.42**
Total		195	$ 4,903.92	214	$ 5,386.08	198	$ 5,009.76	199.5	$ 5,062.68	207.75	$ 5,259.66	214.5	$ 5,397.84	190	$ 4,751.04	217	$ 5,491.92	207.5	$ 5,250.84	193.5	$ 4,851.00	211	$ 5,280.24	196.5	$ 5,050.92	**2444.25**	**$ 61,695.90**

Security Guard Paid	$ 16.00
Mark Up	$ 7.52
Mark Up Percentage	47.0%

City Employee

Rate	Hours	Total
$ 18.00	2080	$ 37,440.00
	FICA	$ 2,864.16
	Pension	$ 3,369.60
	Health-Den-Life	$ 12,163.00
		$ 55,836.76

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Discussion of Award File No. 250117-C-PH Security Guard Services Compared to City Employee Position **(Charles Rudd City Manager, Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**

Recommendation

Award File No. 250117-C-PH, Security Guard Services, utilizing the Florida State Term Contract No. 92121500-24-STC for Security Guard Services to Allied Universal Security Services, LLC, in an annual amount not to exceed $70,000.00, for the Public Works Department.

Background

The purpose of this contract is to provide security guard services for City Hall (see attached memo). On October 1, 2024, the State of Florida awarded the contract for Security Guard Services effective through September 30, 2027. This contract was competitively solicited and is available for use by public entities. The Contract may be terminated for convenience in whole or in part at any time when in the best interest of the City to do so.

Funding

510-0504-513-3400, Internal Services, Risk Management

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

Tom Funcheon
Public Works Director

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director

Date: February 18, 2025

Re: Award File No. 250117-C-PH Security Guard Services – Allied Universal

---

Recommend:

Award File No. 250117-C-PH, Security Guard Services with Allied Universal for City Hall, Tarpon Springs, Florida in the annual estimated amount of $70,000 for the period of March 1, 2025, through September 30, 2027.

Background:

It is necessary to continue with this contract as they have replacement guards available when needed. Otherwise, we would have to pull staff away from their duties to cover.

Department of MANAGEMENT SERVICES

Menu

Security Guard Services

92121500-24-STC

Effective Period	10/01/2024 through 09/30/2027
Contract Type	State Term Contract
Contract Information	Contractors Pricing How to Use This Contract [563.1 kB] Service Updates Solicitation Documentation Award Region Map [247.0 kB]
Contract Documents	Contracts Forms
Contract Administration	Frank Miller 850-488-8855 frank.miller@dms.fl.gov

Commodity Codes	Please refer to “How to Use This Contract” in the Contract Information section above.

Additional Information

STATE AGENCIES: In accordance with 60A-1.043 (5), F.A.C., For the purchase of non-IT Commodities, Agencies shall request at least two (2) quotes from Enterprise-Wide Agreements with multiple vendors unless (I) the total purchase cost is less than Category Two, or (ii) the Enterprise-Wide Agreement requires a specific number of quotes to be requested or obtained. Agencies shall document the justification for any selection based on receipt of fewer than two quotes.

Description

This state term contract provides full time, part-time, and occasional security guard services at an hourly rate; occasional service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances. Pricing is provided for long term (one or more years) and short term (less than one year) commitments. Contractors may offer ancillary equipment at hourly, daily, and/or monthly rates, as shown on the Contractor’s price sheet; available ancillary equipment may include bicycles, golf carts, automobiles, SUV’s, and/or 4WD trucks.

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Agency Information

Open Government

DMS Leadership

Frequently Asked Questions

Agency Organization

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Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Security Guard Services

ITB No: 23-92121500-ITB-V3

Catherine Sanders, Procurement Officer
4050 Esplanade Way, Suite 360.4Z
Tallahassee, Florida 32399-0950
850-488-1985
Catherine.Sanders@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Definitions 4

1.3 Objective 6

1.4 Scope of Work 6

1.5 Term 6

1.6 Procurement Officer 6

1.7 Order of Precedence for Solicitation 6

1.8 Commitment to Diversity 7

1.9 Department's Rights to Reject Bids 7

2 THE ITB PROCESS 7

2.1 Question Submission 7

2.2 Addenda to the ITB 8

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 8

2.6 Equal Bids 8

2.7 Basis of Award 8

2.8 Electronic Posting of Notice of Intent to Award 9

2.9 Contract Formation 9

2.10 Other Requirements Following Award 10

2.10.1 Registration with the Florida Department of State 10

2.10.2 Florida Substitute Form W-9 10

3 RESPONDING TO THE ITB 10

3.1 General Instructions **10**

3.2 Special Instructions **10**

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace **14**

3.4 Modification or Withdrawal of Bid **14**

3.5 Cost of Bid Preparation **14**

3.6 Independent Preparation **14**

3.7 False or Erroneous Information **14**

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP).

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP		October 17, 2023
Deadline to submit questions via email to the Procurement Officer: Catherine Sanders Catherine.Sanders@dms.fl.gov	2:00 p.m.	October 31, 2023
Department's anticipated date of posting Q&A on VIP		November 28, 2023
Deadline to submit Bid and all required documents to the Procurement Officer: **Attention:** Catherine Sanders Department of Management Services 4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950	2:00 p.m.	December 12, 2023
Public meeting: Bid opening (non-mandatory) 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399-0950 Conference call #: 888-585-9008 Conference room #: 145153086	2:01 p.m.	December 12, 2023
Anticipated date to post Notice of Intent to Award on VIP		January 9, 2024
Anticipated Contract start date		February 26, 2024

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a

conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a bid to this ITB.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A vendor that enters into a Contract with the Department as a result of this procurement.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) - A document executed by a Customer and the Contractor which includes but is not limited to tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for Security Guard Services which will replace the current Security Guard Services Contract, Contract No. 92121500-20-1. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award (whether statewide or for one or more regions), as determined to be in the best interest of the State.

Security Guard Services Contract No. 92121500-20-1 has an average annual spend of $46.3 million. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Contract.

1.4 Scope of Work

Bidder(s) awarded a Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The initial term of the contract resulting from this solicitation will be for three years, as specified in Attachment E, Draft Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001: The Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Catherine Sanders
Purchasing Analyst Supervisor, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950
Phone: 850-488-1985
Email: Catherine.Sanders@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment B, Price Sheet
d) Attachment C, Additional Special Contract Conditions
e) Attachment D, Special Contract Conditions

f) Attachment E, Draft Contract

g) This ITB document

h) Other ITB attachments

1.8 Commitment to Diversity

The State strongly supports its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department strongly supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Bidders can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at: https://vendor.myfloridamarketplace.com.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted via email to the Procurement Officer by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Contract terms and conditions, prior to the

deadline to submit questions. The Department is not obligated to revise the solicitation (including attachments).

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP. It is the Bidder's responsibility to check VIP for any changes throughout the procurement process and prior to submitting a bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment F, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bidder.

2.6 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requriements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or suplement its Bid in response to such request for clarification.

2.7 Basis of Award

The ITB will be awarded to the responsible and responsive Bidder(s) that submits the lowest responsive bid(s). The Department intends to issue up to 10 awards per region to the responsive and responsible Bidder(s) that submits the lowest Basis of Award price.

Bidders are not required to Bid on all Regions; however, if submitting a bid, the Bidder must complete all required fields by providing pricing for all security guard positions, service lengths (long and short term), and hours (full time, part time and occasional) within each region being bid on for both the initial and renewal terms. The Basis of Award price will be used for award purposes only and will be calculated by totaling the items listed below:

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Full Time (weight factor = .18)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Part-Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Occasional (weight factor = .06)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Full Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Part-Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Occasional (weight factor = .04)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Full Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Part-Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Occasional (weight factor = .04)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Full Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Part-Time (weight factor = .0525)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Occasional (weight factor = .0275)

The Department reserves the right to reject all Bids. The Department reserves the right to award Contract(s) to the next lowest responsive Bid(s) from responsible and responsive Bidder(s) to this solicitation if a previously awarded Bidder or the Department is unable to fully execute the awarded Contract(s).

2.8 Electronic Posting of Notice of Intent to Award

The Department will electronically post a 'Notice of Intent to Award' on VIP in accordance with the Timeline of Events. The 'Notice of Intent to Award' will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.9 Contract Formation

The Department may issue a 'Notice of Intent to Award' to award Contract(s) to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Bidder(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference,

and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.10 Other Requirements Following Award

2.10.1 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.10.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Paragraphs 8 and 13 of the PUR 1001 is inapplicable in its entirety.

Paragraphs 3, 4, 5, 7, 9, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Submission of Bids. Bids must be submitted in accordance with Section 3.3 of this ITB.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.

b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.

d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.

e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors,

officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:

   - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable 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; or
   - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

g. The products and services offered by the Bidder conform to the specifications contained herein without exception.

h. The Bidder has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.

i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Contract.

j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.

k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).

l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

14. Firm Response. The Department intends to make an award within sixty days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within sixty days, the Bid shall remain firm until the

Department enters into a Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Bidder notice of the demand or request. It will be the Bidder's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Bidder's determination that the redacted portions of its Bid are Confidential Information. If a Bidder fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Submit a Bid

3.3.1 The bidder must submit one hard copy of the entire Bid and all required attachments.

3.3.2 In addition to the hard copy, the Bidder must submit one electronic copy of the entire Bid and all required attachments on a USB flash drive, or thumb drive. **All electronic Bids should be fully searchable.**

3.3.3 Bids should be clearly marked on the outside of the package with the ITB number, Bidder name, and Procurement Officer name.

3.3.4 Bids must be submitted to the Procurement Officer by the date, time and location listed in the Timeline of Events section of this ITB. The Bidder is responsible for ensuring its Bid is delivered on the proper date and time and to the proper location. Do not wait until the last minute to submit a Bid.

Hard copy and electronic Bids must consist of identical information. In the event of a conflict, the electronic version will control.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section by contacting the Procurement Officer via email. A modified bid may then be submitted in accordance with section 3.3, How to Submit a Bid, prior to the Bid due date and time.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Contract. If the Bidder's Bid is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS AND EXHIBIT

Attachment A, Scope of Work
Attachment B, Price Sheet
Attachment C, Additional Special Contract Conditions

Attachment D, Special Contract Conditions
Attachment E, Draft Contract
Attachment F, Mandatory Responsive Requirements
Attachment G, Certification of Drug Free Workplace (if applicable)
Attachment H, Draft SLA
Attachment I, Region Map
Exhibit A, Facility List

Required Documents to be submitted by vendor prior to ITB opening
Vendor's completed Attachment B, Price Sheet
Vendor's completed Attachment F, Mandatory Responsive Requirements

Optional Documents to be submitted by vendor prior to ITB opening
Vendor's completed Attachment G, Certification of Drug Free Workplace (if applicable)

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Universal Protection Service LLC d/b/a Allied Universal Security Services is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Universal Protection Service LLC d/b/a Allied Universal Security Services

Title: President Florida Region

Signature: Date: 10/2/2024

PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Universal Protection Service LLC d/b/a Allied Universal Security Services does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Universal Protection Service LLC d/b/a Allied Universal Security Services

Representative/Officer's Printed Name: Bob Wood

Representative/Officer's Title: President Florida Region

Signature: Date: 10/2/2024

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Universal Protection Service LLC d/b/a Allied Universal Security Services is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Universal Protection Service LLC d/b/a Allied Universal Security Services

Senior Management's Printed Name: Bob Wood

Senior Management member's Title: President Florida Region

Signature: Date: 10/2/2024

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Certified	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Certified	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Certified	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	Certified	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering

		into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Certified	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Certified	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Certified	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Universal Protection Service LLC
d/b/a Allied Universal Security Services

Name

56-0515447

FEIN

Signatory

10/2/2024

Signature Date

Bob Wood

Typed or Printed Name

President Florida Region

Title

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250003-P-AS, Employee Benefits Brokerage and Consulting Services **(Jane Kniffen Human Resources Director, Janina Lewis Procurement Director)**

Recommendation

Award File No. 250003-P-AS, Employee Benefits Brokerage and Consulting Services, to RSC Insurance Brokerage, Inc., d/b/a Risk Strategies Company (The Gehring Group, Inc.), effective June 3, 2025 through June 2, 2030, in a total estimated amount not to exceed $647,500, for Citywide use.

Background

The purpose of this contract is to provide complete and comprehensive employee benefits brokerage and consulting services for the City. The scope of these services includes group health insurance, dental insurance, employee Wellness Center, as well as other wellness initiatives and group life/long-term disability insurances. Additionally, these services help keep the City compliant with legal requirements and act as a liaison or City advocate with insurance companies, provide training workshops, and assist City staff with online benefits enrollment. The subject request for proposals (RFP) was issued and four (4) proposals were received. An evaluation committee comprised of department representatives from senior administration, Human Resources, Fire, and Police Departments evaluated each of the proposals. The Gehring Group, Inc., scored the highest overall with 88.44 out of 100 possible points, ranking highest in successful experience working as a broker/consultant for government entities, including the City of Tarpon Springs (see attached memo). This contract includes three (3) annual renewal options.

Funding

FY25 Budget, Account No. 001-8802-519.3100 - Non-Departmental General and 402-8803-536.3100 – Non-Departmental Water/Sewer.

Strategic Plan Objective

N/A

City of Tarpon Springs, Florida

HUMAN RESOURCES DEPARTMENT
324 E. PINE STREET
TARPON SPRINGS, FLORIDA 34689
TELEPHONE (727) 938-3711

MEMORANDUM

DATE: **February 4, 2025**

TO: **Janina Lewis, Procurement Services Director**

FROM: **Jane Kniffen, Human Resources Director**

SUBJECT: **Award Contract (File No. 250003-P-AS) to RSC Insurance Brokerage, Inc., d/b/a Risk Strategies Company (The Gehring Group) for Employee Benefits Brokerage & Consulting Services**

RECOMMENDATION

Request authorization to execute a contract with RSC Insurance Brokerage, Inc., d/b/a Risk Strategies Company (The Gehring Group, Inc.), for employee benefits brokerage and consulting services, for a period of five (5) years, effective June 3, 2025 through June 2, 2030, in a total estimated amount not to exceed $647,500, for Citywide use.

BACKGROUND

To secure the most complete employee benefit coverages at a reasonable cost, i.e. the best program for both the City and its employees, considering a combination of service, level of benefits and premium cost, the City has been utilizing the services of a benefit consultant. The scope of these services includes Group Health Insurance, Dental Insurance, employee Wellness Center as well as other wellness initiatives and Group Life/Long-Term Disability Insurances.

The previous contract was competitively bid and awarded to Gehring Group in 2019 and expires June 2, 2025. These services have been invaluable to the City in maintaining high quality benefits coverage while managing costs. Their expertise and guidance allowed the City to offer enhanced benefits with cost savings to both the City and its employees. In addition, their staff has kept the City compliant with legal requirements, acts as liaison/City advocate with insurance companies, provides workshops/training and guides City staff through the process of online enrollment and benefits administration. The contract also allows the ongoing use of their electronic benefits administration program BenTek.

A request for proposals (RFP) No. 250003-P-AS was issued and an evaluation committee composed of Scott Young, Fire Chief; Paul Smith, Senior Administrator; John Gibson, Police Sargeant and Jane Kniffen, Human Resources Director, reviewed and evaluated the four (4) proposals submitted.

Of the four vendors, Gehring Group submitted the most responsive proposal, outlining in detail the requested services, without any observable weaknesses. Reasons for their selection include extensive experience in Florida, exclusively with public sector clients of various sizes, some of which are local;

good client accessibility; long-tenured employees to meet with City staff on a regular basis with commitment to transparency and flexibility; provision of workshops, seminars, and training, both on-site and through its client portal; experience with planning and implementing wellness clinics; and an all-inclusive service model. Importantly, its online enrollment and administration tool is compatible with the City's NaviLine – a program used extensively by most City departments. The recommended contract award includes three (3) annual renewal options.

FUNDING

Identified funding sources are 001-8802-519.3100 (Non-Departmental General) and 402-8803-536.3100 (Non-Departmental Water/Sewer)

REQUEST FOR PROPOSALS
EVALUATION FORM

CONSENSUS SCORE SHEET
FINAL EVALUATION

	RANK	FBMC Benefits Management	HUB International	Reconcile Care Management Services	RSC Insurance Brokerage, Inc. d/b/a Risk						
Experience working as a Broker/Consultant for Government Entities and Success Rate	45 pts	35	30	0	44						
Experience/Qualifications of the Firm and Professional Personnel	30 pts	24	24	0	29						
Minority Owned/Disadvantage Business Enterprise	5 pts	0	0	0	0						
Fee Proposal	20 pts	20	16.53	0	15.44						
Total Possible Points:	100 pts	79	70.53	0	88.44						

PROJECT TITLE: Employee Benefits Brokerage & Consulting Services

INITIAL SCORING MEETING DATE: 12/17/2024

RFP NUMBER: 250003-P-AS

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

Paul Smith, P.E. - Senior Administrator

Scott Young, Fire Chief

Jane Kniffen, Human Resources Director

John Gibson, Police Sergeant

Anela Saday, Senior Procurement Analyst

RISK strategies

GEHRING GROUP
A RISK STRATEGIES COMPANY

CITY OF TARPON SPRINGS

EMPLOYEE BENEFITS BROKERAGE &
CONSULTING SERVICES
RFP NO. 250003-P-AS

Due Date: Wednesday, October 30, 2024 at 3:00 p.m.

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797
Email: cindy.thompson@gehringgroup.com

Supporting the public sector our communities rely on.

Tab 4 Fee Proposal (Separate Document)

Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

With Gehring Group/Risk Strategies' focus on working collaboratively throughout the year with our clients and their members, and encouraging our clients to use us as a resource when needed, we are proposing a comprehensive level of employee benefits consulting services for the City's employee benefits coverage including but not limited to medical, stop loss, dental, vision, life and AD&D, disability, and employee assistance program for an annual flat fee as outlined below:

Contract Year	Annual Fee
Year 1	**$128,500.00**
Year 2	**$128,500.00**
Year 3	**$128,500.00**
Year 4	**$131,000.00**
Year 5	**$131,000.00**

Under the above compensation proposal, there be will no additional charges to the City of Tarpon Springs by Gehring Group/Risk Strategies for the following:

- **Bentek®** Online Enrollment & Administration System
- Travel costs associated with servicing the City
- Onsite attendance at annual Open Enrollment meetings as needed
- Development of annual employee benefit booklet
- Access to *Mineral* online H.R. research tool

Gehring Group remains open to discussion regarding alternative compensation options under consideration by the City.

It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. In addition, we practice full disclosure relating to all compensation with all clients.

Table of Contents

Letter of Transmittal 3

Tab 1: Executive Summary 5

Tab 2: Experience with Government Entities & Success 9

Scope of Work Addressed 16

Tab 3: Experience/Qualifications of Firm & Personnel 35

Tab 4: Fee Proposal 44

Tab 5: Minority/Disadvantaged Business 45

Tab 6: Required Forms 46

a. Vendor Information Sheet

b. References

c. Non-Collusion Affidavit

d. Drug-Free Workplace Certification

e. Lobbying and Conflict of Interest Ethics Clause

f. Proof of Insurance

g. Agreement Exhibit Certification

h. Affidavit of Compliance with Anti-Human Trafficking Laws

i. Affidavit of Compliance with Foreign Entity Laws

Tab 7: Exhibits 59

Exhibit A ..... Sample Employee Benefit Guide

Exhibit B ..... Sample Employee Communications

Exhibit C ..... Sample Reports & Work Product

Exhibit D ..... Sample Client Webinar

Exhibit E ..... Sample Employee Benefit Newsletters

Exhibit F ..... Bentek® Online Enrollment & Administration System

Exhibit G ..... Client Letters of Recommendation

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

November 10, 2024

ATTN: Procurement Service Department
City of Tarpon Springs
324 E. Pine St.
Tarpon Springs, FL 34689

Re: RFP No. 250003-P-AS – Employee Benefits Brokerage & Consulting Services

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company (RSC Insurance Brokerage, Inc.) is pleased to provide this proposal in response to the City of Tarpon Springs' RFP No. 250003-P-AS for Employee Benefits Brokerage and Consulting Services. As the City's current consultant, we want to express our sincere desire to continue the successful relationships we have developed with the City's leadership team and other staff as well as its members and retirees. Through our extensive experience working with governmental employers over the past 30+ years serving as Benefits and Risk Management Consultant/Broker, we are confident that our firm will continue to offer innovative solutions, efficiencies, value-added services, in-depth industry and employee benefits program knowledge, a vast depth of support and experience, along with an unparalleled level of service to your Leadership, Staff and Members. With team members having an average of 12.2 years and leadership having an average of 18 years of industry experience, Gehring Group/Risk Strategies has grown to become the most respected insurance and risk management consulting agency in the state supporting public entities.

Gehring Group has enjoyed a successful relationship with the City of Tarpon Springs that has not only benefited the City, but also its employees since 2019. During this time, Shawn Fleming, Senior Benefits Consultant, along with the depth of an experienced team have guided the City proactively in identifying and modifying its overall benefits program and administrative processes to achieve efficiencies and capitalize on cost saving opportunities. Some examples include:

- At our first renewal with the City, Gehring Group was able to negotiate a 2% decrease in medical premiums as well as a no increase at the subsequent renewal.
- Between 2019 and 2024, the City's benefits program has seen an average annual increase of 3.74%, significantly outperforming the regional medical inflation rate, which typically exceeds 9% per year in Florida.
- In 2020, Gehring Group also implemented the Bentek® comprehensive Online Enrollment and Benefits Administration system to accomplish a paperless enrollment process, report qualifying events, store dependent documentation and life insurance beneficiaries, transmit eligibility data securely and electronically to carriers, and provide ACA reporting data, thus increasing overall benefits administration efficiencies.
- In 2022, our team completed request for proposals for voluntary employee paid coverages, reducing employee contributions by 30% - 50% for employee life, disability and other worksite coverages.
- Providing on-going Health Center analysis and oversight.

Risk Strategies has over 4,000 valued team members, in-house legal, actuarial, and pharmacy specialists. We are industry leaders, ranking in the top three in the country in a large number of specialties providing a robust offering in both employee benefits and property and casualty. As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving over 150 Florida public sector entities similar in scope, size, and complexity to the City. Working together, we have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness and Mental health Programs. Our unique qualifications to be your broker/consultant include but are not limited to:

1) **Public sector is our only industry specialty** which allows the City to leverage our large government client base, extensive knowledge and understanding of your unique needs, take advantage of our negotiating leverage with carriers and vendors, and collaboratively work together to manage future costs of providing employee benefits to your employees and retirees.

2) **Our unique non-producer corporate organizational structure** allows us to offer clients a broad depth of value-added services by reinvesting revenue that would typically be paid to a sales representative in the form of commission to enhance the ongoing support we provide year over year to our clients; and

3) **Our all-inclusive service model** will allow the City the opportunity to utilize our resources without concern for additional costs while providing full transparency, unlimited onsite meetings, customized professional graphics, and communication including print, electronic and video communications, the **CAVU®** benefits benchmarking tool, the **Bentek®** benefits enrollment system, and the **Mineral** online human resources research and training software.

We want to again emphasize Gehring Group/Risk Strategies' focus and expertise regarding public sector employee benefit programs. As Risk Strategies public sector division, public entities have always been our primary focus. We have a deep bench of experienced and tenured professionals who are experts in all funding arrangements, pharmacy options, plan designs, supplemental offerings, wellness initiatives, employer clinics, mental health services, etc. We have also developed trusted legal and educational resources and strong carrier/professional relationships, allowing us to provide proven results through exceptional insurance consulting services and guidance regarding plan strategy and legislation applying to the state of Florida. In addition, we have successfully provided specialized consultative services, designed asset protection programs, and assisted in identifying the most relevant and budget-friendly risk transfer plans for municipalities, governmental entities, and taxing districts.

In summary, Gehring Group not only meets but exceeds all minimum qualification requirements, including licensing, insurance, employee tenure, depth of knowledge, and years of experience. **We are confident in our ability to continue to provide the City of Tarpon Springs with all required services, delivering additional value and best-in-class service.** Our approach to business, combined with extensive experience in the public sector, knowledge of applicable regulations, strong market relationships, and genuine enthusiasm, positions us as the broker of choice. Thank you in advance for reviewing our comprehensive response. We are ready to provide any additional clarification needed upon your review of this proposal.

Sincerely,

Kurt N. Gehring, Managing Director & National Practice Leader – Public Entities

Tab 1: Executive Summary

Provide an overview of how your firm will work with the City to provide the required services and meet time and budget requirements. Provide a brief, concise summary of your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for your firm, their title, address and telephone and fax numbers. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

OVERVIEW OF FIRM & SERVICES

With over three decades of dedicated service in the Florida public sector insurance market, our extensive experience has uniquely positioned us as trusted risk and benefits consultants and brokers for over 150 Florida public sector entities within the state of Florida. We understand your organization's distinct needs inside out and are confident in our ability to continue to provide the required services and meet time and budget requirements. As the *Public Sector Specialty Division* of Risk Strategies Company, we remain committed to delivering efficiencies, value-added services, and in-depth public sector knowledge that goes beyond mere satisfaction. Our goal is to exceed expectations. At Gehring Group/Risk Strategies, we don't just meet your needs; we anticipate them.

Gehring Group/Risk Strategies clients benefit from our:

- **98% Client Retention Rate:** We have the experience necessary to serve the needs of the public sector.
- **Comprehensive Scope of Services:** Gehring Group offers an all-inclusive and comprehensive range of services tailored to your specific requirements.
- **Cost Management:** Our proactive approach ensures cost management year over year, allowing you to focus on your core mission.
- **Educational Opportunities:** We empower our clients with educational resources, legislative update seminars/webinars, and newsletters to remain in compliance and make informed decisions.
- **Dedicated Team:** Our team boasts a team of over 80 full-time staff members, complemented by remote employees in Tampa, Sarasota, Bradenton, Orlando, Parrish, Jacksonville, Yulee, and Parkland, Florida.
- **Top-tier Carrier Recognition**: Our esteemed reputation and prominent standing within the Florida insurance market afford us top-tier recognition and significant leverage with all major carriers. We are also one of the few brokers with the ability to solicit proposals directly from the Florida League of Cities on behalf of our clients.

Anticipating Your Needs: Gehring Group's Commitment

At Gehring Group/Risk Strategies, we go beyond mere service—we anticipate your needs. Our team of in-house experts, including legal, actuarial, risk, and pharmacy specialists, positions us as industry leaders. We have achieved top-tier recognition with all major carriers and proudly rank among the top three nationwide in various specialties, offering a robust portfolio covering both employee benefits and property and casualty.

As part of the RSC family, Gehring Group maintains its unwavering focus on the public sector. Our extensive experience serving clients similar in scope and size to the City of Tarpon Springs has allowed us to successfully implement cutting-edge concepts including Consumer Directed Health Plans, Creative Stop Loss Programs, Direct

Network Contracting, Onsite Clinics, and Innovative Wellness Programs, including mental health initiatives. Beyond our expert-level benefits consulting services, we also provide value-added offerings that set us apart including:

1. **Legislative Updates & Planning:** We keep you informed and prepared for regulatory changes.
2. **Employee Advocacy Services:** Our team advocates for your employees' regarding resolution of claims issues and overall well-being.
3. **Actuarial Services & Data Analytics:** Data-driven insights guide strategic decisions.
4. **Custom Graphics & Communications:** Engage and educate your workforce effectively.
5. **Wellness Program Consulting:** Foster a healthy, thriving workplace with effective wellness education and initiatives including mental health.
6. **Employee Health Center (Clinic) Consulting:** Optimize healthcare delivery at the local level.
7. **Human Resources & Compliance Resources:** Navigate compliance and legislation confidently.
8. **Educational & Networking Opportunities:** Continuous learning for lasting success via our annual summit, various workshops, trainings, and more. Some of these include:
    a. Benefits Administration Workshop
    b. Human Resources Leadership Forum
    c. Firefighter Cancer Bill Workshop
    d. Annual Two-Day Public Sector Summit
    e. Police & Fire Mental Health Workshop
    f. The ABCDEs of Medicare
    g. True Colors Training & Development
    h. Mental Health Onsite First Aider Training

Exceeding Expectations

At Gehring Group, we don't just meet expectations; we exceed them. At our core, we are dedicated to recruiting top-tier professionals and embracing cutting-edge industry practices. Our philosophy centers around delivering a comprehensive suite of superior brokerage and employee benefits consulting services to each and every client. Here's how we stand out:

1. **Innovative Approach:** We don't settle for the status quo. Instead, we take an innovative, proactive stance to continually elevate our performance beyond industry norms.
2. **Strategic Partnerships:** As your collaborative partner, we work closely with you to achieve your benefits program goals. Our focus is on long-term strategies that yield positive results.
3. **Data-Driven Insights:** Leveraging analytics, we provide actionable insights that drive informed decisions. Our commitment to innovation and technology ensures we stay ahead of the curve.
4. **Licensed Professionals:** All of our service team members hold Florida insurance licenses, enabling them to legally guide employees through their benefit options.

We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards. We are a collaborating partner, helping each client accomplish their desired benefits program goals by developing long term strategies and working diligently to produce positive results.

Experience with Employee, Union/Labor Groups, and Departmental Committees

As your trusted insurance professionals, we recognize the critical importance of establishing credibility and fostering robust communication channels. Our commitment extends to key stakeholders, including the Risk Management, Human Resources, Finance, and Administrative Departments, as well as other overseeing committees and unions. Here's how we actively contribute:

1. **Engaged Participation:** Members of our team play integral roles in our clients' employee benefits and wellness committees. Whether as advisors or facilitators, we actively contribute to informed decision-making.
2. **Impartial Analysis:** Our goal is to ensure an impartial and thorough analysis of all proposed options. By collaborating closely with relevant parties, we create a holistic view that considers diverse perspectives.
3. **Smooth Transitions:** When changes are on the horizon, our collective participation serves to make any potential transition seamless. We navigate complexities with care and precision.
4. **Effective Communication:** Through these collaborative meetings, we ensure that changes and recommendations are communicated back to the employee base in a positive and effective manner. Transparency is our guiding principle.

Honors, Awards & Wellness Recognitions

Beyond our recognition as industry experts, our firm has achieved significant milestones over the past several years. These accomplishments reflect our unwavering commitment to excellence and the collective dedication of our exceptional team. Being selected as an honoree for these awards is a great tribute to each and every one of our employees, and reflection of our corporate culture; as well as a reflection of the support we receive from our clients.

Corporate Values & Culture

At Gehring Group, we have developed a unique culture that has allowed us to attract and retain the best talent available in the marketplace. We understand that the best way to take care of our clients begins with taking care of our employees. This is the reason why we have so many **employees that have been with the firm for over 10 years.** Longstanding tenure amongst our employees ensures that our clients receive consistent service that they can count on year to year.

We strive to create value for our clients in everything we do by aligning our corporate culture and values with the unique needs and goals of our clients. Inherent in our corporate culture, Gehring Group has *30 Keys to Our Collective Success* that focus on:

- ✓ Fanaticism around culture, values, and principles
- ✓ An unfailing commitment to people
- ✓ Rigorous attention to detail and execution, and
- ✓ Flexibility, creativity, and determination to transcend the status quo.

In addition to a superior service standard, supporting our clients' and communities' needs is a fundamental objective and inherent in our culture here at Gehring Group. We take the role of advocacy to heart when representing your employees on claims issues, and we advocate for the organization when negotiating your renewal.

Community Commitment & Accolades

Through the efforts of our *Helping Hands and Healing Hearts* community service committee here at Gehring Group, our staff regularly provides hands on service in the community including assisting programs run by our clients as well as other charitable and community service organizations. Gehring Group's commitment to our local community has also been recognized by the following organizations:

- 2024 Athena Organizational Leadership Award – Chamber of Commerce of the Palm Beaches. This award recognizes organizations who develop women leaders in their organizations and in our communities.
- Business Insurance Magazine – Diversity & Inclusion Initiative of the Year Award 2022
- Awarded the Gender Parity Award by the Women's Chamber of Commerce of Palm Beach County for the opportunities provided to women within the company
- Awarded the Corporate Citizenship Award – Legacy South Florida magazine
- Nominated for the Community Giant Service Award – Inner City Youth Golfers' Inc.
- Government of the United States Virgin Islands recognition (trophy) for the support and contribution during recovery efforts for Hurricanes Irma and Maria (present on 12/4/17)
- Arc Angels Corporate Leadership Award, presented by Arc of Palm Beach County
- Giraffe Business Award, presented by the Women's Chamber, Palm Beach County
- Volunteer of the Year, presented by Arc of Palm Beach County

Our approach to the scope of services as detailed in this proposal, coupled with our industry and public sector experience, familiarity with applicable regulations, market relationships and enthusiasm, make us the broker/consultant of choice for the City of Tarpon Springs.

AUTHORIZED REPRESENTATIVES

The following personnel are authorized to make representations for your firm as it relates to this proposal.

- Shawn Fleming, Senior Benefits Consultant
- Kurt Gehring, National Practice Leader – Public Entities
- Anna Maria Studley, Director of Client Development
- Cindy Thompson, VP – Operations

The above personnel are all based our of our Palm Beach Gardens location at 3500 Kyoto Gardens Dr., Palm Beach Gardens, FL, 33410 and can be contacted at:

Tel: 800-244-3696 | 561-626-6797
Fax: 561-626-6970

NOTE: This proposal is in all respects fair and in good faith without collusion or fraud, and the signer of the proposal has the authority to bind the principal proponent.

Tab 2 Experience with Government Entities & Success

Describe the firm's experience working as a Broker/Consultant for government entities and list the services performed for a minimum of five (5) clients. Start with the most recent and relevant experience within the last ten years. At minimum, services performed should be of a similar type, size, and scope to the City. Indicate the firm's success rate in providing employee benefits brokerage and consulting services. Include any cost savings to the agencies as well as individual employees, provide a narrative of the work performed.

PUBLIC SECTOR EXPERIENCE

Our Public Sector team currently consults and brokers dental and vision programs for over 150 public entities, collaborating with all major carriers, trusts and TPAs. Risk Strategies boasts a seasoned team of experts well-versed in the intricate realm of employee benefits, particularly within the domain of health and welfare plans. Our staff possesses extensive proficiency across a spectrum of funding arrangements, adeptly navigating the complexities of implementing and managing programs year-round, not just at renewal time. Moreover, we have assisted numerous clients throughout the rigorous process of Request for Proposal (RFP), evaluation, and subsequent implementation, including establishing multiple program options to meet the needs of various employee demographics.

With a team whose focus centers specifically on supporting public sector entities, our firm has accumulated a significant amount of work experience relevant to what is necessary to serve the needs of the City. In the Public Sector division of our firm – it's all we do. We understand public records laws while maintaining familiarity with the constantly changing and complex statutes that apply specifically to governmental organizations and the importance of adhering to benefit offerings relative to employee and union contract negotiations. We will work with the City to ensure that all benefit commitments have been considered throughout the renewal negotiations, RFP, evaluation, and implementation process, and that the resulting contracts conform with the City's decisions and commitments under any union agreements. This specialized knowledge is especially vital when negotiating renewals and considering program changes with insurance carriers, third-party administrators, trusts, and health insurance consortiums.

In addition, our team continually evaluates emerging cost-saving avenues to discern their suitability for our clients. Spearheading various cost-saving initiatives, we are committed to staying abreast of industry trends and market dynamics, we leverage our comprehensive understanding of diverse plan designs and funding models to empower our clients in making informed decisions. Whether it involves streamlining plans to mitigate risk or diversifying options to cater to diverse employee demographics, our tailored approach ensures optimal outcomes aligned with organizational objectives. We are continuously on the lookout for innovative cost-saving solutions for our clients.

Our proactive approach also encompasses researching emerging regulations, interpreting them with precision, and delivering timely, comprehensible education and guidance to our clients. Through this proactive stance, we ensure our clients are well-informed about regulatory changes that may impact them fostering clarity and compliance across all fronts. We firmly believe in our role as a trusted resource for our clients, transcending mere facilitation to actively empower through continuous learning and knowledge dissemination. We prioritize the education of our clients and their employees through various avenues, including on-site and local seminars, topic-specific compliance webinars, concise and accessible newsletters, and educational employee communications (See Exhibits section for samples of each of the above listed communication examples).

The following includes a sample list of current Gehring Group/Risk Strategies' clients for whom we provide comprehensive consulting/broker services for their employee benefits program:

- **City of Clearwater**
- **City of Dunedin**
- **City of Oldsmar**
- **City of West Palm Beach**
- **City of Fort Lauderdale**
- **City of Key West**
- **Tampa Bay Water Authority**
- **Tampa Airport (Hillsborough County Aviation Auth.)**
- **Pinellas Suncoast Transit Authority**
- **Pinellas County Sheriff's Office**
- **Pasco County Sheriff's Office**
- **Hillsborough County Sheriff's Office**
- **Hernando County Government**
- **Citrus County Government**

By delivering comprehensive services and continuously adapting to the evolving needs of our clients, particularly within the public sector, we remain committed to fostering long-term relationships built on trust, experience, and a shared vision for success in serving both municipalities and their employees.

APPROACH TO SERVICE

Gehring Group/Risk Strategies has enjoyed a successful partnership with the City since 2019, delivering significant benefits to the City of Tarpon Springs, its members, and retirees. Throughout this time, Shawn Fleming, supported by our experienced team, has proactively guided the City in the goal of enhancing its benefits program and administrative processes. This collaboration has led to increased efficiencies, the implementation of wellness initiatives and online enrollment solution, and the capitalization on cost-saving opportunities.

Our approach to client service is grounded in a commitment to year-round involvement, not just during renewal periods. We provide comprehensive, hands-on support by regularly meeting with staff onsite, serving as the City's liaison with all vendors, maintaining compliance with all state and federal regulations, monitoring plan performance, offering one-on-one assistance to employees with enrollment and claims issues, and much more. Our team consists of experts adept in delivering the general, technical, and solicitation services outlined in the scope of work. We prioritize regular and effective engagement with City staff to ensure our efforts align with the mutual goal of maintaining a competitive and cost-effective employee benefits program.

Additional critical aspects of our service approach further include the following:

Communication and Availability

Our team members are readily accessible via telephone, email, and personal cell phones, ensuring seamless communication and prompt responses. This availability fosters a collaborative environment where City representatives can reach us at any time for immediate assistance and consultation.

Ongoing Collaboration and Service Provision

We engage closely with City staff throughout the year, consistently working together in our efforts to achieve the goal of offering a competitive yet cost-effective benefits program. Our services encompass:

- **Expert Knowledge and Program Monitoring:** Utilizing our deep understanding of the insurance industry and the City's current programs, we provide continuous monitoring of program performance, enrollment services, contract reviews, and budget projections, ensuring informed and strategic decisions.

- **Comprehensive Evaluation:** We meticulously evaluate current plans and review RFP proposals, providing detailed analyses and recommendations to optimize the City's benefits offerings.
- **Annual and Renewal Services:** Our analytics team manages the annual renewal of all policies, including group health plans, and facilitates open enrollment processes, producing employee benefits handbooks and other essential materials.
- **Ongoing Support:** Throughout the year, we offer ongoing services such as plan reviews, pharmacy design analysis, legislative compliance, carrier liaison, and general employee advocacy and customer service.
- **Employee Advocacy:** Our *Client Support Specialists* provide robust advocacy services for employees facing claims issues, ensuring they receive the support and assistance they need to resolve problems efficiently and satisfactorily.
- **RFP Solicitations and Onsite Clinic Consulting:** We conduct RFP processes, offer onsite clinic consulting, and provide analysis and reporting, ensuring the City receives the best value and service.

Additional Services

In addition to the core services, Gehring Group offers actuarial services, ACA planning and reporting guidance, data analytics tools, and oversight of the employee health clinic. Our in-house professional graphics and video production teams create customized communication materials, such as the annual Employee Benefits Highlights booklet, Wellness Program Brochures, and custom "White Board" videos for online access.

Engagement with Various Stakeholders

We are committed to ongoing, in-person engagement with a wide range of stakeholders, including City staff, health and wellness committees, union groups, City management and board members, the general employee population, and retirees. This hands-on approach ensures that all parties are informed, engaged, and satisfied with the benefits programs provided.

Comprehensive Proposal

Our proposal covers all services outlined in the Scope of Work of the RFP. We include relevant exhibits to illustrate sample work products, reports, communication materials, and letters of recommendation, demonstrating our capability and commitment to delivering high-quality services.

In summary, Gehring Group's approach and methodology for engaging with City representatives are centered on open communication, expert knowledge, continuous collaboration, and a comprehensive suite of services designed to meet the City of Tarpon Springs' needs effectively and efficiently.

COST SAVINGS CASE STUDIES

The following include additional examples of how Gehring Group/Risk Strategies has helped our clients to achieve savings through proactive planning, innovation, and wellness.

Case Study #1: Municipality (150 employees)

Provider Network Analysis

During the evaluation process for a medical insurance proposal that resulted from a competitive RFP, our analytical team conducted a detailed network analysis to compare the provider accessibility in one carrier's HMO network against their "Narrow Network" plan. This analysis revealed that 82% of the City's utilized providers were already part of the "Narrow Network," which, along with a projected claims savings of 6.36%, made it an attractive option for reducing overall healthcare costs.

Further investigation into the remaining 18% of providers not included in the "Narrow Network" showed that most were either chiropractors or providers who were infrequently used by employees, minimizing the potential disruption to care. Given these insights, and following a comprehensive cost-benefit assessment, the City opted to transition its health plan to the "Narrow Network" to capitalize on the projected savings without significantly impacting employee access to care.

In addition to facilitating this transition, our team took proactive steps to enhance the value of the switch. We successfully recruited several of the City's most frequently utilized providers into the "Narrow Network," ensuring even greater continuity of care. To ensure a smooth transition, we also developed a comprehensive Open Enrollment presentation aimed at educating employees on the changes, providing them with a clear understanding of how the new network would operate and what benefits they would continue to receive.

Thanks to our meticulous planning, targeted communication efforts, and minimal disruption to provider access, the transition to the "Narrow Network" was executed seamlessly and received positive feedback from both the City and its employees.

Case Study #2: Special Taxing District (100 employees)

Transition to Alternative Funding Arrangement

Facing a significant 26% increase from their current insurance carrier, the Gehring Group/Risk Strategies took a proactive approach in educating the employer about the advantages of transitioning to a more flexible hybrid funding arrangement. By guiding the employer through the benefits of such a change, our team effectively positioned them to make an informed decision. Additionally, we conducted a thorough RFP process to solicit the most competitive quotes from various providers.

This strategic approach enabled the organization to successfully transition from a fully insured model to a graded funded arrangement with a reputable insurance carrier. Most notably, this transition was achieved with no increase in premium costs for the upcoming year.

Beyond stabilizing their premium costs, our team negotiated additional financial benefits, including a one-time $15,000 premium credit, along with a $2,500 contribution to cover COBRA administration expenses. This

alleviated a significant administrative burden from their HR department, allowing them to focus on more strategic initiatives.

Case Study #3: County (900 employees)

Aggressive Negotiations and Competitive Bid Process

In 2021, Gehring Group/Risk Strategies was selected as the County's Benefits Consultant through a competitive bid process. Our initial challenge was to negotiate the medical renewal with limited time before open enrollment. In our first year, we successfully secured a "no increase" for the County's fully insured, triple plan option medical and pharmacy program, ensuring no cost impact for both the County and its employees for the plan year starting October 1, 2021.

As we entered the new plan year, our team immediately began strategic planning with County staff. This included a comprehensive benefits and program review, establishing a timeline for quarterly claims reviews, requesting a non-to-exceed renewal six months prior to renewal, and conducting our annual compliance review. When the timing was right, we released an RFP for all lines of coverage in force at the County. Through this competitive bid process, we achieved the following:

- An 8.3% premium reduction, saving approximately $800,000
- No changes or reductions to current plan design benefits
- Negotiated an "off cycle" one-year interim Pro-Share agreement with a minimum guarantee of $250,000, regardless of claims experience, and a return to the normal two-year cycle for 2022-2024
- Secured $175,000 in Wellness and Technology funds for the first year and $75,000 for the next three years
- Arranged for the carrier to provide COBRA administration at no cost to the County

The County also initiated discussions on implementing a formal wellness program, adding a health coaching program, and introducing a digital wellness platform in future years.

Additionally, the County adopted the Bentek Online Enrollment and Administration solution, allowing them to go completely paperless, reduce manual processes, and increase efficiencies. This solution provides a central place to administer all lines of benefits coverage for employees and retirees, allows automated eligibility transmissions to carriers, and offers a more efficient way to record qualifying events and beneficiary designations, among other benefits.

Case Study #4: Municipality (1,000 employees)

Savings through Data Analytics and Wellness

One of the strategic solutions we have successfully implemented is a custom-designed Wellness and Disease Management program aimed at managing chronic conditions. After reviewing and analyzing the claims data of a public sector employer with 1,000 employees, we identified diabetes as the top "chronic condition by cost," with over 15% of participants receiving treatment for pre-diabetes or chronic diabetes.

Upon researching various disease management solutions, Gehring Group assisted our client in adopting the Omada Diabetes Prevention Program. This program aims to keep employees engaged in monitoring their health,

encourage prescription drug compliance, and ultimately prevent diabetes. By implementing this program and reducing copays/coinsurance for diabetes treatment services, we have achieved over 13% employee participation and increased awareness of additional care options.

As a result, the City is on track to achieve higher prescription drug adherence, increased treatment frequency, and reduced costs associated with treating this chronic condition.

Case Study #5: Sheriff's Office (900 employees)

Implementation of Mobile Employee Health Center

One of this agency's long-term employee benefit goals was to implement an onsite employee health center but struggled with various logistical challenges. Employees resided across multiple counties, and finding suitable office space was difficult due to the agency's offices being spread across various cities. They further realized that access to healthcare was an issue among the employee population when the carrier's onsite representative made the keen observation that most of the employees she assisted did not have a designated primary care physician.

The solution? A mobile clinic. Gehring Group/Risk Strategies assisted the sheriff's office in implementing a mobile health clinic through **WalkOnClinic**, a vendor specializing in Self-Funded employers' Hybrid Healthcare solutions. This mobile clinic addressed logistical issues and created a primary care home for employees without incurring build-out costs. The clinic launched on May 1, 2023, featuring three exam rooms and a rotation schedule covering Headquarters, Corrections, Courts, Training, and Fleet.

Before the launch, the clinic team projected a 40% utilization rate in the first year. However, at the end of the year, actual utilization reached 64%. The mobile clinic saw 678 employees visiting at least once, with 240 of them making it their primary care provider.

A recent patient survey indicated high satisfaction, with 94% rating the clinic as "Excellent" and 5% as "Good." The survey also revealed that without the clinic, 44% of respondents would have gone untreated or visited urgent care or emergency rooms. The clinic staff also identified a new cancer patient, facilitating referrals to oncologists and surgeons.

Return on Investment

The implementation of the mobile clinic generated substantial savings, totaling over $1.1 million in hard and soft dollar savings within the first year. This program has effectively addressed the healthcare needs of the sheriff's office, achieving enhanced employee health outcomes while delivering a strong return on investment.

Case Study #6: Municipality (1,050 employees)

Implementation of Regenexx Program

Regenexx procedures offer non-surgical treatment options for individuals suffering from orthopedic issues such as osteoarthritis, joint injuries, spine pain, overuse conditions, and common sports injuries. Their proprietary, research-based methods and patented protocol enable doctors to concentrate your cells and apply them precisely to the injured area. Regenexx has locations throughout Florida, including Yulee, Clermont, Winter Park, St.

Petersburg, Sarasota, Tampa, and its newest location in Vero Beach. They report a success rate of 97.7% to 100%, depending on the service performed.

In the first year of implementation, the goal was to avoid various orthopedic surgeries, thereby enhancing the City's benefits offering and reducing surgical costs. Since Regenexx is not a covered benefit under the carrier's policy, claims were filed manually through an ASO override process. Additionally, Gehring Group negotiated with the City's stop-loss carrier to cover any potential complications, though they were unlikely.

During the program's first year, 29 inpatient hospital procedures were avoided, as employees utilized Regenexx for various orthopedic treatments. The total cost for these 29 members under the Regenexx program was $308,554, which was paid directly by the City. Treatments included services for the spine, elbow, knee, shoulder and ankle.

Return on Investment

To determine the return on investment of the program, our team utilized two calculation assumption methods: *Cost avoidance* and *health plan utilization trend*. The results of this analysis revealed a savings of over $200,000 to the medical plan, a 1.7 to 1 ROI in the first year.

In addition to the hard dollar savings associated with the cost avoidance, other savings potentials not captured in our analysis include: presenteeism associated with quicker recovery vs. an invasive surgery and the avoidance of long-term issues associated with surgery (scar tissue, complications, etc.).

Our team is always seeking out innovative ways for our clients to reduce costs and better accommodate the needs of various types of employers and employee populations.

RFP SCOPE OF WORK

To further elaborate on the extent of our services, we would like to take this opportunity to address each item in the Scope of Work as outlined in RFP No. 250003-P-AS:

Medical, Dental, Life, and LTD Plans

A. Collaborate with City Staff to identify City needs, objectives, and strategic planning in providing comprehensive, cost-effective plans and services.

As the City's employee benefits consultant for the past five years, collaborating with City Staff has been essential to ensure that the needs and objectives of the City are met effectively. This collaboration involves:

- **Identifying City Needs:** Our team engages with City Staff through at numerous times throughout the year to review plan performance, gather detailed information about their current benefits, employee demographics and specific needs to plan for the future. By analyzing the existing claims experience and benefits programs, we can identify coverage gaps, overutilization of specific benefits, or areas for improvement. Our goal is to customize solutions that address the unique challenges and requirements of the City's workforce.

- **Setting Objectives:** Collaborating with City Staff to establish clear, measurable objectives for the benefits program is crucial. These objectives might include improving enhancing plan benefits, increasing employee satisfaction, reducing turnover, or providing additional education. It's important to ensure that these objectives align with the City's overall strategic goals and budgetary constraints. Prioritizing the most critical objectives helps focus efforts on what matters most.

- **Strategic Planning:** Developing a strategic plan involves outlining the steps needed to achieve the set objectives over a specified period. We work with the City to develop a long-term vision that is flexible enough to adapt to changing circumstances, such as budget adjustments or shifts in employee needs. Our timeline of events is essential for planning RFP processes, planning open enrollment, rolling out new benefits or making changes to existing ones.

- **Providing Comprehensive Benefits Options:** Offering a diverse range of benefit options, including health, dental, vision and life insurance, supplemental coverages, and wellness programs, helps to ensure that the varied needs of City employees are met. Providing resources for education and support helps employees understand and make the most of their benefits. Gehring Group/Risk Strategies' educational campaigns are a perfect example. It is also important to ensure that the benefits program provides the level of coverage necessary to meet the needs of the City's employee population.

- **Ensuring Cost-Effectiveness:** Working within the City's budget to find cost-effective solutions that do not compromise on quality is key. This involves leveraging relationships with carriers and vendors to negotiate better rates and terms, as well as streamlining processes to reduce administrative costs, as the City has done with the implementation of the Bentek solution. Our aim is always to maximize the value of the benefits program while maintaining fiscal responsibility.

By collaborating with the City and focusing on these areas, we can create a robust and effective benefits program that supports the City's employees and aligns with its strategic goals.

B. The contracted firm will be required to provide a self-service, internet-based solution that can electronically transmit benefit data to multiple carriers for insurance products and services.

Gehring Group/Risk Strategies has provided the City of Tarpon Springs with the Bentek® Online Enrollment and Administration System since 2020 inclusive within our annual fee. With Bentek, the City has been able to streamline its benefits administration processes, have a paperless open enrollment and benefit resource center, provide an online benefits guide, conduct audits on eligibility and deductions, and maintain retiree enrollment information, all within a HIPAA secure, comprehensive solution providing YEAR-ROUND enrollment capabilities, unlimited inclusive support, and comprehensive benefits administration services in addition to providing the data necessary to perform the annually required filing of the Affordable Care Act 1095/1094-C forms with the IRS. **Please note that Bentek has authorized Gehring Group/Risk Strategies as the sole vendor for the Bentek solution in response to this RFP.**

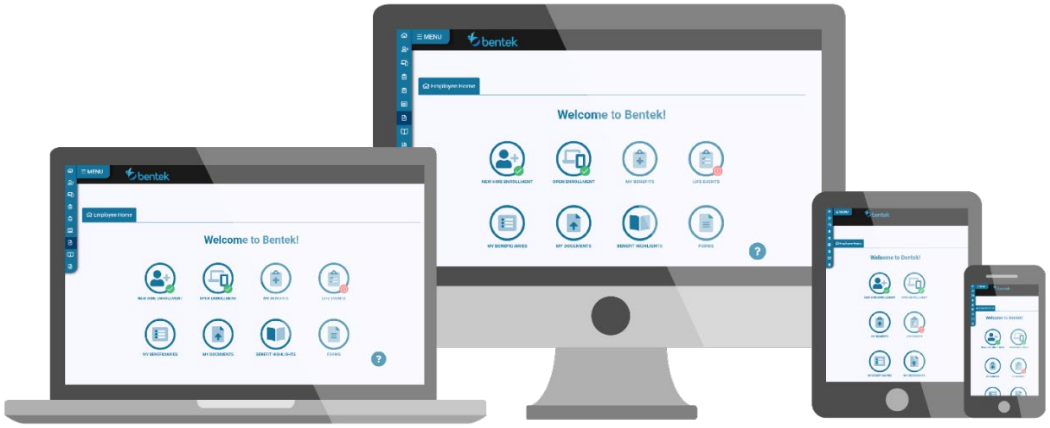
Other Florida public sector entities that currently utilize Bentek include:

Account Name	
Brooksville, City of	North Port, City of
Cape Coral Professional Fire Fighters Health Ins. Trust	Oakland Park, City of
Cape Coral, City of	Okaloosa County BOCC
Career Source Palm Beach County	Oldsmar, City of
Charlotte County BOCC	Oviedo, City of
Clearwater, City of	Palm Bay, City of
Cocoa Beach, City of	Palm Beach, Town of
Cocoa, City of	Palm Springs, Village of
Coconut Creek, City of	Parkland, City of
Davie, Town of	Pasco County Clerk
Deerfield Beach, City of	Pinellas Suncoast Transit Authority
Delray Beach, City of	Port St. Lucie, City of
Dunedin, City of	Rockledge, City of
Hernando County Board of County Commissioners	Sarasota County Sheriff's Office
Highlands County Board of County Commissioners	Sebastian, City of
Hollywood, City of	South Florida Water Management District
Key West, City of	St. Lucie County Sheriff's Office
Keys Energy Services	Stuart, City of
Lake Worth Beach, City of	Tampa Bay Water Authority
Margate, City of	Tax Collector, Palm Beach County
Martin County BOCC	Venice, City of
Martin County School District	Walton County BOCC
Martin County Sheriff's Office	Wellington, Village of
Naples, City of	West Palm Beach, City of

About Bentek®

Bentek® is a system developed specifically to meet the unique needs of the public sector. It is an easy and convenient, online benefits enrollment and administration system that streamlines benefit enrollment by delivering a web-based enrollment solution to over 100 Florida public sector entities currently.

Via Bentek, our clients have access to a sophisticated, completely paperless benefits enrollment and administration solution that increases efficiencies in numerous ways including: allowing employees to access their benefits information 24 hours a day/365 days a year; providing one central place for employers to administer all lines of benefits coverage for employees and retirees; allowing automated eligibility transmissions to your carriers; providing a more efficient way to record qualifying events and beneficiary designations, and more.



The online enrollment experience, "Enrollment in 6 Steps", is designed to guide employees through the enrollment process in progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one page.

Bentek is a completely cloud-based benefits enrollment and administration solution that streamlines your administrative processes and provides a comprehensive solution inclusive of the following features:

Employee Self-Service

- Powerful self-service tool providing employees with 24/7/365 access from the comfort of their homes to view their real time comprehensive benefits summary, review and compare plans, report qualifying life events, upload supporting documents, view dependents, manage beneficiaries for life insurance and retirement plans, and more.
- Increased employee engagement with access to current enrollment, cost, plan documents, provider information and a plan comparison tool to assist with enrollment decisions.
- Customized content including open enrollment news, embedded links, and access to videos and presentations which create a system that is complete with benefit resources for employees.

Open Enrollment

- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically designed for the annual enrollment period.
- Ability to immediately upload supporting documents for dependent verification upon completing the annual open enrollment session.

- Provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions.
- Ability to access detailed plan information such as Summaries of Benefits and Coverage, plan summaries, plan comparisons and acknowledge compliance notifications, disclaimers, etc.
- Supports passive enrollment to eliminate interruption to daily administration activities.
- Supports carrier, plan, and rate changes without requiring employees to re-enroll.
- Has no blackout periods during renewal planning and set-up.

New Hire Enrollment

- New hires have access to the New Hire Enrollment module in Bentek throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries.
- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires.
- Ability to immediately upload supporting documents for dependent verification upon completing a new hire enrollment session.
- Displays all employer-paid benefits to employees during their new hire enrollment.

Benefits Administration

- Management of employee demographics, personnel data, coverage eligibility, and dependent records in one single system of record.
- Automatically transmits electronic eligibility to insurance providers.
- Offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications.
- Offers an Announcements and Communication Center to reach out to new hires and send reminders to employees during annual enrollment.
- Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters.
- Personnel and Payroll audit features to maintain the integrity of data between the Payroll system, HRIS system, and Bentek.
- Generates self-bills for all lines of coverage.
- Provides access to over 40 standard reports.

Advantage of the Gehring Group/Bentek® relationship.

Lastly, it is important to note the increased level of efficiency that is inherent in Gehring Group/Risk Strategies' partnership with Bentek, providing a unique synergy that affords Gehring Group several service-related advantages including but not limited to:

- Immediate and increased access to reporting and census data for Gehring Group/Risk Strategies staff to assist employees with claims issues in a timely fashion;
- Ability to provide Bentek staff with information regarding renewal progress, negotiations, and information updates;
- Full participation from the Gehring Group/Risk Strategies team during the renewal process, working hand in hand with Bentek team to deliver a world class solution and streamlined communication to employees; and
- Priority consideration of enhancement requests or platform customization.

Due to our continuous working relationship with Bentek, we are better able to serve in assisting staff and carriers/vendors with implementations, benefit updates and general enrollment questions.
Please Note: For each client's protection, a separate Professional Services Agreement, Software as a Service Licensing Agreement, and Business Associate Agreement will be required to be executed directly with Bentek.

C. Prepare Request for Proposals (RFPs) packages for benefit programs identified/requested by the City.

Gehring Group/Risk Strategies coordinates and assists in all phases of the procurement process for all benefit programs identified/requested by the City. Our involvement can be as comprehensive as requested. After reviewing all necessary background information, we collaborate with City staff to formulate all RFPs for submission to the insurance market. This includes negotiating proposed renewal offerings, working with the procurement division to ensure the integrity of the bid process, and issuing bid specifications directly to the market. Our team will gather and incorporate all necessary schedules of benefits, claims reports, large claims data, etc. into the RFP, along with additional requirements for wellness funds, technology requirements, and performance guarantees. In addition, we will address and respond to relevant vendor questions relating to the RFP as directed by the City.

To effectively market an employee benefits plan, we consider numerous factors. We present and negotiate a plan that aligns with our clients' goals, contribution structure, plan design, union obligations, network availability, and entity structure. Beyond the key elements required for formulate the RFP, such as census data, plan design, and claims experience, we evaluate additional aspects involved in the decision-making process, including prescription drug formularies, top-utilized providers, hospital access, and the physical location of the entity. The entity's location within the state can impact the robustness of each provider network and the extent of provider discounts.

Gehring Group/Risk Strategies has extensive experience in preparing RFPs and soliciting proposals for all types of insurance, and we are confident in our ability to secure various competitive options for your consideration.

D. Review and analyze RFP responses and make written recommendations as to which best meet the City's needs and objectives.

Upon receipt of all proposals submitted in response to the RFP process, Gehring Group/Risk Strategies will evaluate each proposal, conducting a detailed analysis of each program offered. We will compare all proposals side-by-side with the current program, illustrating the differences, advantages, and disadvantages of each. This includes a comprehensive cost comparison outlining the total program cost, breaking down costs related to employer and employee contributions, and detailing all applicable proposal caveats. We will review and evaluate all creative funding options and innovative plan designs for viability and cost-effectiveness and make written recommendations as to which best meet the City's needs and objectives.

During the evaluation process, we will also compare provider networks to determine which proposals are viable options by performing a network disruption and network discount analysis. During this stage, Gehring Group/Risk Strategies will meet with staff to review our initial findings. Once our analysis identifies viable vendors, we seek clarification on any outstanding details before making a recommendation. This second-level request for clarification occurs after reviewing the submitted proposals. Given that insurance is one of the few areas in public entity purchasing regulations where simultaneous negotiations can occur, it is crucial for the RFP process to include a "best and final" phase within the timeline.

Following finalist negotiations and continuous communication with staff, we will provide a formal evaluation and recommendation based on the entity's needs and goals. This presentation can be delivered as a written evaluation with recommendations and/or a PowerPoint presentation to applicable decision makers.

E. Present proposals analysis and/or contract recommendation to City Commission, when requested.

Members of the Gehring Group/Risk Strategies team are ready to present proposal analyses and contract recommendations to the City Commission upon request. Additionally, our team is available to participate in staff, committee, and City Council workshops throughout the RFP, negotiation, and recommendation process. We offer unlimited onsite meetings at no additional charge, ensuring continuous support and collaboration throughout the year.

F. Negotiate, develop/or review any vendor performance guarantee, as well as finalizing contracts and documents, when requested

Our team is dedicated to ensuring that all vendor performance guarantees are thoroughly negotiated, developed, and reviewed to meet the highest standards. We take a proactive approach in finalizing contracts and documents, ensuring that every detail is meticulously addressed. This includes collaborating closely with vendors to establish clear performance metrics and guarantees that align with the City's objectives. By overseeing the entire process from negotiation to finalization, we provide comprehensive support to ensure that all agreements are robust, transparent, and beneficial to the City.

G. Consultant will assist the City in ensuring that the selected companies meet all contractual and legal obligations.

Our team of expert employee benefits consultants meticulously reviews all insurance carrier and vendor contracts. This thorough review process ensures that the terms and conditions align precisely with what was initially proposed and presented to our clients. We also verify that the selected companies meet all contractual and legal obligations, safeguarding our clients from potential compliance issues and ensuring they receive the promised benefits.

By leveraging our extensive industry knowledge and experience, we provide our clients with peace of mind, knowing that their benefits programs are managed with the highest level of diligence and integrity. Our goal is to optimize the value and effectiveness of their employee benefits offerings, while also mitigating risks and ensuring regulatory compliance.

H. Assist City staff and employees with issues involving provider billing, claims, vendor services issues/problems, disputes, interpretation of contracts and services, advocacy for services, changes, and general troubleshooting.

The Gehring Group/Risk Strategies team is dedicated to providing comprehensive support not just to benefits administration staff and decision-makers but also directly to employees and retirees. We are readily available to address inquiries about coverage, providing billing, claims issues, vendor service, paperwork completion, and more. Recognizing the value of personalized interaction, in the past, we have even arranged individual meetings with employees and their spouses to thoroughly explain their benefit options beyond the group meeting setting.

Moreover, we extend our support to assist the City, its employees, retirees, and COBRA participants with plan option questions and unresolved claim issues. Beyond your designated account manager, Gehring Group offers a team of in-house Client Service Specialists for this very purpose. These specialists are committed to helping employees navigate claims issues by analyzing the problem and liaising with both the carrier's claims department or service representative and the provider's office to find resolutions.

At Gehring Group/Risk Strategies, we uphold a standard of prompt response, typically returning calls within the same day and within 24 hours. Our clients appreciate the assurance that they can always reach their service team, who, if out of the office, remain accessible via their cell phones or through our administrative assistants. This level of accessibility and responsiveness underscores our commitment to exceptional client service.

I. Attend as needed meetings with City staff, Board of Commissioners, annual Open Enrollment, and other meetings to provide on-site administrative support in carrying out services. Prepare presentations as needed for meetings.

Our team is dedicated to providing exceptional employee benefits consulting services, ensuring that all aspects of your organization's needs are met with professionalism and expertise. Members of our team will actively participate in various meetings, including those with City staff, the City Council, and during the annual Open Enrollment period. We understand the importance of being present and available to address any questions or concerns that may arise. Our on-site administrative support ensures that all services are carried out smoothly and efficiently, providing you with peace of mind.

We also recognize that clear and effective communication is key to successful benefits administration. Therefore, we will prepare customized presentations as needed, tailored to the specific audience and objectives. Whether it's explaining new benefits options during Open Enrollment or providing updates to the City Council, our presentations will be designed to inform and engage, ensuring that all stakeholders are well-informed and confident in the decisions being made.

Our approach is proactive and responsive, anticipating your needs and addressing them promptly. We are committed to being a reliable partner, providing the support and expertise necessary to navigate the complexities of employee benefits. Our goal is to enhance the overall experience for both the organization and its employees, making benefits administration as seamless and effective as possible.

J. Monitor and track the effectiveness of the Employee Wellness Clinic, analyze reports, and make recommendations to the City.

Our team is committed to ensuring the success and effectiveness of your Employee Wellness Clinic through diligent monitoring and analysis. For our clients that have implemented an onsite clinic administered by a clinic vendor, we continuously monitor and track the performance of the Employee Wellness Clinic, utilizing a range of metrics to assess its impact on employee health and well-being. This includes tracking participation rates, health outcomes, and employee satisfaction. By maintaining a close watch on these indicators, we can ensure that the clinic is meeting its objectives and providing tangible benefits to your employees.

Additionally, our analysis extends to evaluating the value of implementing a wellness clinic or participating in a shared clinic, such as those offered through your medical carrier. This evaluation helps determine whether further participation in the clinic generates sufficient value to justify its implementation or cost of continued participation.

K. Review and analyze claims experience data, claims service and the efficiency and accuracy of claims administration to ensure the City is receiving optimum service and benefits from carriers and vendors in the most cost-efficient manner.

At Gehring Group/Risk Strategies, we offer a comprehensive, year-round service that includes an in-depth review of historical and current claims experience, demographic data trends, and plan performance from a financial perspective. Our seasoned analysts consistently evaluate each client's plan performance, conducting extensive analysis at scheduled intervals. This process identifies cost drivers and opportunities for optimization, leading to better decisions regarding plan design and cost savings. It also empowers your benefits team, insurance committee members, and decision-makers with the knowledge needed for informed program recommendations.

Our Services Include:

- **Continual Monitoring:** We continuously monitor claims experience and marketplace trends specific to government employers, enabling effective budget and renewal projections.
- **Large Claims Monitoring:** We oversee large claims and manage stop-loss reimbursement filings for self-insured plans.
- **Data Analysis:** Our data analysis identifies cost drivers and determines wellness and education targets.
- **Claims Utilization Reports:** We review monthly or quarterly claims utilization reports to keep you informed.
- **Quarterly Meetings:** We hold quarterly meetings with staff to review claims experience reports, large claims data, and provide budget projections.

Additionally, our extensive experience in the Public Sector allows us to offer valuable insights based on real-time industry knowledge, and benchmarking data. We review utilization trends specific to the public sector market, providing actionable recommendations for our clients.

L. Collect and maintain management information regarding group plans necessary to facilitate decisions regarding employee group health benefits and services.

As stated above, Gehring Group/Risk Strategies' extensive experience in the public sector allows us to offer valuable insights based on real-time industry knowledge and benchmarking data. We review utilization trends specific to the public sector market, providing actionable recommendations for our clients. Our year-round service includes in-depth reviews of historical and current claims experience, demographic data trends, and plan performance from a financial perspective. By continually monitoring claims experience and marketplace trends, we provide effective budget and renewal projections and additional program data, empowering your benefits team and decision-makers with the knowledge needed for informed decisions about employee group health benefits and services.

M. Ensures COBRA notification and administration, as well as all data needed for ACA and other required reporting.

Gehring Group currently provides COBRA administration services at no cost to the City ensuring a seamless and compliant transition for employees who require continued health coverage. Additionally, through our partnership with Bentek, we provide comprehensive guidance to the City for the annual ACA reporting process. Our team walks the City through each step, ensuring that all required information is accurately

compiled and submitted to the IRS. This hands-on support helps the City meet its compliance obligations efficiently and effectively, reducing the administrative burden and ensuring peace of mind.

N. Act in an advisory capacity and provide overall guidance concerning health and welfare regulatory compliance e.g. COBRA, HIPPA, Medicare, FMLA.

At Gehring Group/Risk Strategies, we are deeply committed to ensuring our clients' compliance with all state and federal regulations. We diligently keep all plan offerings and related documents current and provide clear and timely updates on both pending and new legislation. Our proficiency encompasses a wide range of laws, including the Affordable Care Act, Firefighter Cancer Bill, FFCRA, CARES Act, ARPA, Inflation Reduction Act, HIPAA, COBRA, among others.

We adopt a proactive stance in learning, interpreting, and education regarding all pertinent regulations as they are released. Our team ensures that our clients are always informed about regulatory changes that may have an impact on them. Moreover, we have ready access to legal counsel to address any benefits-related inquiries or scenarios that necessitate further legal insight as outlined below.

Strategic Legal Partnership – Seyfarth

Gehring Group retains Seyfarth's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA, and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ACA, Section 125, ERISA, COBRA, and HIPAA privacy regulations. He is also a member of Seyfarth's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source.

O. Assist City staff in ensuring compliance with all mandated reporting and posting/notice requirements for benefit plans and that the programs comply with State and Federal legislation.

Gehring Group also works with our clients to ensure they are compliant with all annual notice and disclosure requirements. To assist in this effort, we have developed our "Annual Notices and Disclosures" checklist booklet to ensure that all requirements have been addressed. It provides a description of the notice, when it is due, allowed distribution methods and easy access to links locate the notice.

Additional tools utilized by our services teams include various external resources as well as checklists developed internally to assist with organization and compliance. Some of these checklists include:

- Annual Legislative Compliance Review (including ACA)
- Compliance Notices Review
- Account Management Open Enrollment Checklist
- Implementation Checklist (New Carrier, New Client)
- Member Appeal Process Checklist
- Analytical Final Decisions Checklist
- Graphics Timeline Checklist (Employee Benefits Highlights)
- Employee Benefits Highlights Booklet Review Checklist

With our proactive approach and comprehensive resources, Gehring Group/Risk Strategies ensures that our clients remain compliant, informed, and well-prepared to navigate the complexities of employee benefits and regulatory requirements.

P. Review and disseminate information to City staff regarding new or revised State and Federal legislation that impacts benefit programs.

As highlighted above, Gehring Group/Risk Strategies adopts a proactive stance towards understanding, interpreting, and educating our clients on all relevant regulations as they are released. We remain vigilant in keeping our clients informed of any regulatory changes that may impact them, ensuring they stay abreast of evolving compliance requirements. Gehring Group employs several methods of educating our clients about changes in federal, state, and/or local laws. These include:

- **Gehring Group Newsletters**
  Gehring Group/Risk Strategies provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email. (Samples included in **Exhibit E.**)

- **Client Seminars/Webinars**
  During this time of legislative change, Gehring Group/Risk Strategies has taken on the role of becoming an educational resource for our clients by hosting several informative seminars on relevant topics. Most recently, we hosted a webinar regarding the new legislation surrounding Medicare D and new requirements for "creditable coverage". Each year, we also host several client seminars/webinars on various topics, to ensure that our clients have all the information needed to be adequately prepared for new mandates and are comfortable in their understanding of all requirements. (Sample included in **Exhibit D**.) Employers can also take advantage of the educational opportunities available at our annual ***Public Sector Summit, Mental Health First Aid Workshops*** and more. In addition, Gehring Group hosted a ***First Responder Mental Health Focus Group*** to help address the concerns of our clients' Police and Fire employees.

  The following includes a sample of webinars and trainings Gehring Group has hosted and presented during the past two years:

Date	Client Educational Opportunity
January 5, 2022	**Webinar –** It's 1095 Time!
January 26, 2022	**Webinar –** The A, B, C, Ds of Medicare Part 2
March 30, 2022	**First Responder Focus Group –** Police and Fire Mental Health Focus Group
April 20-21, 2022	**Public Sector Client Summit –** Various Benefits and Risk Management Topics
July 14, 2022	**Webinar** – Employer Health Plan Considerations in the Wake of Dobbs
July 22, 2022	**Webinar** – CAVU For You: Benchmarking for the Public Sector
September 20, 2022	**Webinar** – Legislative Updates: Public Safety Officer Support Act & Inflation Reduction Act.
February 21, 2023	**Webinar –** The End of the Public Health Emergency
March 16, 2023	**Webinar** – What SECURE Act 2.0 Means for your Pot of Gold

Date	Client Educational Opportunity
May 16, 2023	**Public Sector Client Summit -** Keys to Caregiving for the Sandwich Generation
June 7, 2023	**Webinar –** The Latest in Legislation: Retiree Updates
June 12, 2023	**Webinar –** The Long Goodbye: Preparing for the End of the Outbreak Period
June 14, 2023	**Webinar** – Florida's Latest Health Care-Related Bills
October 24, 2023	**Webinar –** Gag Clause Prohibition – Guidance for Employers
November 7, 2023	**Webinar –** It's 1095 Time
April 24-25, 2024	**Public Sector Client Summit –** Leading Through Storytelling: How Stories Shape Us and Connect Us"
June 25, 2024	**Webinar** – Dueling Mandates – Section 1557 of the ACA
October 1, 2024	**Webinar** – Understanding Recent Changes Affecting Creditable Coverage

Gehring Group also hosts regular ***Benefits Administrator Workshops*** for our clients' benefits administration staff during which we review such topics as the basics of coverage types, plan year administration, the RFP and purchasing process, notional accounts, best practices, statutes surrounding Sunshine Laws, benefit program reporting, benefits program and ACA compliance, and many other topics based on feedback from our clients.

- **Face-to-Face Meetings**
  Lastly, Gehring Group is committed to meeting with clients face-to-face to address their unique issues and opportunities. Our goal is to provide comprehensive training and support tailored to each client's needs. As members of the agent advisory councils for many major insurance carriers in the state, we are often among the first to learn about new health plan trends and product offerings resulting from legislative mandates. This allows us to keep our clients well-informed about new programs and potential cost-saving opportunities. Additionally, we ensure that each client is updated on any changes in state or federal regulations that may impact them.

Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. We will continue to provide you with updates regarding any changes applicable to client benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements.

Q. Assist in research of the available options of website technologies to support online enrollments, qualifying event changes and employee education to assist employees in self-management of benefits.

Gehring Group/Risk Strategies is a strong advocate for utilizing website technologies to support online enrollments, qualifying event changes, and employee education. As such, we have included the services of the Bentek solution to facilitate a seamless online enrollment process, allow employees to easily enroll in their benefits, report life events that affect their coverage, and access educational resources. By utilizing this effective technology solution, we can help ensure that employees have the tools they need to manage their benefits independently. Bentek employs a user-friendly interface design, integration capabilities with existing systems, strong security measures, and provides free support and training resources. Ultimately, our goal is to empower employees to take control of their benefits through an intuitive and accessible online solution. Some of the main features of Bentek include:

- **Employee Self-Service**
  The Employee Self-Service tool empowers employees with 24/7/365 access to a comprehensive benefits summary from the comfort of their homes. It allows them to review and compare plans, report qualifying life events, upload supporting documents, view dependents, and manage beneficiaries for life insurance and retirement plans. This module enhances employee engagement by providing current enrollment details, cost information, plan documents, provider information, and a plan comparison tool to assist with enrollment decisions. Additionally, it offers customized content such as open enrollment news, embedded links, and access to videos and presentations, creating a complete system of benefit resources for employees.

- **Open Enrollment**
  The Open Enrollment module offers a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules. Employees can immediately upload supporting documents for dependent verification upon completing the annual open enrollment session. Bentek provides a detailed confirmation statement of all elected benefits and deductions, which can be saved, printed, and viewed in future sessions. It also allows access to detailed plan information, such as Summaries of Benefits and Coverage, plan summaries, plan comparisons, and compliance notifications. The system supports passive enrollment, carrier, plan, and rate changes without requiring employees to re-enroll, and has no blackout periods during renewal planning and set-up.

- **New Hire Enrollment**
  New hires can access the New Hire Enrollment module throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries. This module provides a rules-based enrollment and customized user experience with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires. It allows immediate upload of supporting documents for dependent verification upon completing a new hire enrollment session and displays all employer-paid benefits to employees during their new hire enrollment.

- **Benefits Administration**
  The Benefits Administration module manages employee demographics, personnel data, coverage eligibility, and dependent records in a single system of record. It automatically transmits electronic eligibility to insurance providers and offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications. The system includes an *Announcements and Communication Center* to reach out to new hires and send reminders to employees during annual enrollment. Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters. It also features personnel and payroll audits to maintain data integrity between the Payroll system, HRIS system, and Bentek, generates self-bills for all lines of coverage, and provides access to over 40 standard reports.

By leveraging the right technologies, we can empower employees to manage their benefits independently, ensuring a seamless and efficient experience for both employees and administrators.

R. Conduct renewal negotiations with vendors in collaboration with City staff in maintaining benefit plans in the most cost-efficient manner through continued monitoring and analysis.
Consultant is to provide information sessions which shall include but are not limited to the following:

a) Review annual contribution strategy from active participants and retirees
b) Projected renewal costs

c) **Projected loss ratios**
d) **Enrollment analysis and comparisons**
e) **Claims analysis and comparisons**
f) **High-cost claim summary**
g) **Network utilization and cost avoidance reports**

In addition to conducting a formal RFP or market solicitation process for the insurance coverage lines within your employee benefits program, Gehring Group/Risk Strategies will leverage our actuarial resources to develop and assist with budget projections. We will provide a timeline of expectations, securing the first renewal offer at the earliest possible date to begin aggressive negotiations on renewal pricing and terms. This proactive approach minimizes disruption to your membership while balancing your needs, goals, and union commitments. Our focus on serving the public sector and regional client base allows us to efficiently leverage our established credibility with insurance carriers and government trusts. Additionally, our experienced team excels in negotiating not only the benefits and costs of your programs but also value-added services such as wellness funding, onsite carrier support, technology funding, and aggressive pharmacy rebate returns. With top-tier recognition from all major insurance carriers, we deliver results for both the employer and every enrolled member.

Your Gehring Group/Risk Strategies team recommends meetings with the City on a quarterly basis to ensure the organization stays well-informed about the performance and status of their benefits program. These sessions would include a review of the annual contribution strategy for both active participants and retirees, analyzing current contribution levels and recommending adjustments to maintain sustainability and competitiveness, and to avoid adverse selection. During these meetings, we would also present our renewal projection helping the City to budget effectively by forecasting potential premium increases based on plan performance, market trend factors, legislative impacts, and plan design changes.

We would also review claims loss ratios, offering insights into the financial health of the benefits program by comparing claims paid to premiums received, and look to identify trends in employee participation rates. Our claims review also includes highlighting any high-cost claims that may affect renewal proposals.

Additionally, we would review network utilization and cost avoidance reports, analyzing how employees use the healthcare network and identifying opportunities for savings and optimization. This comprehensive approach ensures the organization can proactively manage its benefits program, supporting employee well-being and the financial health of the organization. By addressing these key areas, we can help the City make informed decisions and maintain an effective benefits strategy.

S. The City of Tarpon Springs reserves the right to meet with any and all providers. Consultant shall facilitate meetings with providers as needed, requested, and/or required.

Gehring Group/Risk Strategies acknowledges the City's right to meet with any and all providers. As your consultant, we are committed to facilitating these meetings to ensure effective communication and collaboration. When meetings are needed, we will coordinate and manage the logistics to ensure they are conducted smoothly and efficiently. Our role includes scheduling, preparing agendas, and providing any necessary documentation to support these interactions. By doing so, we aim to foster a transparent and cooperative relationship between the City and its providers, ensuring that all parties are aligned and informed throughout the process.

T. Perform other related services on an "as needed" basis.

Gehring Group/Risk Strategies can perform other related services on an "as needed" basis, ensuring that we are flexible and responsive to your evolving needs. Our goal is to be a reliable partner, capable of adapting to your unique requirements and delivering tailored solutions whenever you need them. Some additional services currently provided to the City by Gehring Group/Risk Strategies that are not included in the Scope of Work outlined herein include:

1. EMPLOYEE COMMUNICATION OPTIONS

At Gehring Group/Risk Strategies, we prioritize employee education and transparent communication regarding the City's employee benefits offerings. Leveraging the expertise of our skilled in-house Graphics team, we are poised to assist the City by creating tailored communication materials designed to address specific needs. From informative flyers and eye-catching posters to engaging campaigns and informative videos, we ensure that all materials are crafted with precision and clarity to effectively convey essential information about your employee benefits program. These options include:

- **Employee Benefits Guide**

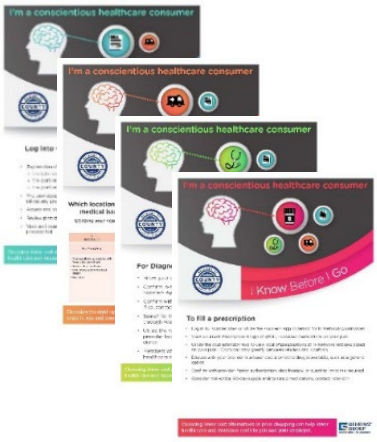
  One of the tools necessary in the enrollment and communication process is the annual employee benefits guide. (Sample included in Exhibit A.) At the beginning of each new plan year, we compile all the information regarding your insurance coverages, and summarize them in a custom employee friendly benefit booklet. This booklet has proven to be a valuable resource and has allowed members to clearly understand plan options related costs to make decisions in their best interest each year. We will provide an electronic version of the annual benefit guide for posting on your intranet or applicable location. Paper copies are available upon request.

- **Professional Employee Communications**

  In addition to the provision of the employee benefits guide, we can also draft and produce employee communication pieces such as department posters, mass employee mailings, Wellness Program brochures, etc. which will allow you to better communicate its employee benefit offerings, enrollment deadlines, wellness initiatives, and keep your employees well educated regarding their employee benefit options and responsibilities. Gehring Group produces all brochures and other work products in-house at no additional charge. (Samples included in Exhibit B.)

- **Employee Benefits Education & Wellness Campaigns**
  We also have pre-designed wellness campaigns and challenges that are easy to implement, relevant and timely. Campaigns recently implemented by clients include a focus on being a conscientious consumer and include:

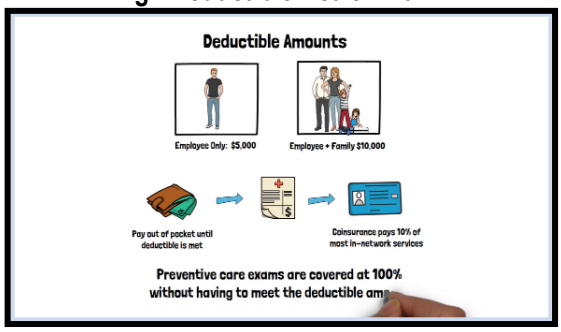
  - Using your Flexible Spending Account – "*You're going to need those (glasses, prescriptions, braces, … anyway.*"
  - Let's Get Appy – *"Utilize your carrier App by downloading the carrier app for convenience and cost savings."*
  - Preventive Healthcare Services – *"I understand the importance of using Preventive Healthcare Services."*
  - Know Before You Go – *"What is considered emergency care versus non-emergency; where to go for diagnostic testing; the best place to fill a prescription."*
  - Wellness in a Box – *Pre-designed wellness campaigns complete with education and challenges to increase engagement.*



Our team can assist in developing a communication strategy and determining a targeted message.

- **Video Communication**
  Gehring Group has developed custom whiteboard education/communication videos which provide employees with a concise video utilized to educate them on various benefit options or additional services such as EAP and health center promotion (if applicable) with additional topics coming soon. These videos can be hosted on the City's intranet or other applicable location. Click or scan the QR code to the right to review one of our educational videos regarding High Deductible Health Plans. These videos can be scripted and edited based on the City's plan benefits.

High Deductible Health Plan:



Employee Assistance Plan:

2. MINERAL ONLINE HUMAN RESOURCES RESEARCH TOOL

Gehring Group/Risk Strategies provides *Mineral* to all clients at no additional cost. *Mineral* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA, and FMLA. *Mineral* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web, or email, followed up with a written response to summarize the issue and result. This service also includes over 200 safety training courses and the ability to assign and track completion of training.

HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.

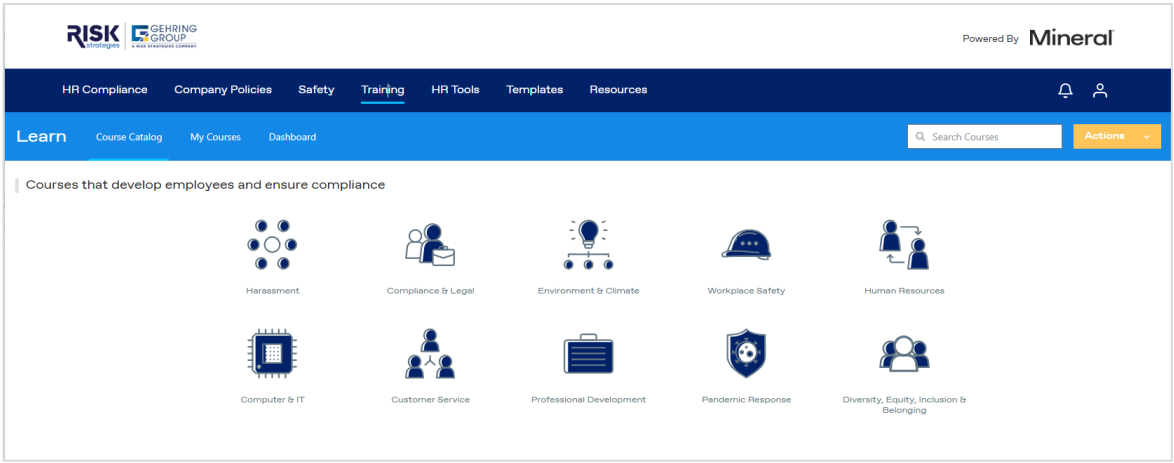
- Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST
- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools, and checklists for every HR department
- Job description builder and salary benchmarking tools

Learn Pro – More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.

- Intuitive administrative dashboard
- Risk and Safety content
- Robust reporting



Employee Wellness Center

A. Consultant shall develop, issue, receive and evaluate/negotiate proposals for the center's setup and operation.
B. Make written recommendations as to which best meets the City's needs and objectives.
C. Assess clinic operational structure and cost, as well as vendor qualifications.
D. Perform data analyses with respect to efficiency, effectiveness and cost of the Clinic.
E. Act as liaison between City Staff and selected medical service provider, with services to include, but not limited to:
    a) primary care
    b) health risk assessments
    c) immunizations
    d) exams and screenings
    e) prescriptions
    f) pharmaceutical dispensing
    g) disease management
    h) primary care case management
    i) lab work
    j) health coaching

Gehring Group/Risk Strategies staff bring extensive experience in the implementation and analysis of onsite clinic concepts, currently collaborating with City Staff to oversee the performance of the City's participation in the onsite clinic through FMIT. By shifting costs from the medical plan to the clinic, many employers have better managed specific claims costs while providing employees with greater access to medical care. With over 20 Florida public entity clients currently operating or jointly participating in employee health centers, Gehring Group/Risk Strategies' expertise in these efforts is unparalleled. We lead the process from conducting the bid to determining the most viable clinic provider and model for our clients. We remain involved to oversee the implementation once a decision is made.

When an employee health center is in place, your Gehring Group/Risk Strategies team offers continuous support, assists with challenges, reviews existing interlocal agreements, and annually evaluates the utilization of both the health plan and the clinic. This allows us to identify trends and recommend service modifications to enhance both the member experience and the client's return on investment.

A pioneer in our industry, Gehring Group has successfully assisted over 20 public sector clients in the bidding, evaluation, and implementation of employee onsite health clinics. We guide each client through a step-by-step process to determine the feasibility of the clinic concept, determine the most viable clinic model, and if deemed viable, ultimately implement a clinic that meets their needs and cost-saving goals, all while maintaining our independent role.

Gehring Group utilizes a detailed, consistent approach in evaluating an onsite clinic for each client. Our extensive experience has allowed us to identify potential roadblocks during all stages of the evaluation, implementation, and operational aspects of running an onsite clinic. As a result, Gehring Group has established working relationships with many onsite clinic vendors and can help to ensure a smooth implementation.

This comprehensive process includes:

1. **Feasibility Analysis**
   The feasibility analysis involves assessing the viability of an onsite clinic by evaluating the employee population's size and health needs, conducting a cost-benefit analysis to compare setup and operational costs against potential savings, and ensuring organizational support for the initiative.

2. **Requests for Proposals (RFPs)**
   Creating an RFP is crucial for finding the right partner to establish and manage the clinic. This process includes defining the clinic's objectives, detailing operational, staffing, and technological requirements, and setting evaluation criteria to assess proposals effectively.

3. **Proposal Analysis and Finalist Selection**
   Once proposals are received, they are thoroughly evaluated through a comparative analysis against the RFP criteria, followed by interviews and presentations with potential providers, leading to the selection of the most suitable candidate.

4. **Contract Negotiations**
   Negotiating the contract involves defining the scope of services, performance metrics, and responsibilities, agreeing on the cost structure, and ensuring compliance with relevant laws and regulations to establish a clear and mutually beneficial agreement.

5. **Facility Selection**
   Selecting the right location for the clinic requires determining the necessary space and layout (onsite, nearsite, local facility, lease, purchase, etc.), ensuring accessibility for employees, and assessing the availability of essential utilities and facilities to support the clinic's operations.

6. **Provider Selection (Physician Interviews)**
   Choosing healthcare providers involves evaluating their qualifications and experience, ensuring they align with the organizational culture, and conducting interviews to assess their approach to patient care and ability to meet the clinic's needs.

7. **Implementation**
   The implementation phase includes oversight of the vendor selected to coordinate setup of the clinic, build-out, equipment installation, and staffing, providing training for staff, and addressing any staff concerns before the official opening.

8. **Employee Communication**
   Effective communication ensures employees are aware of and utilize the clinic through awareness campaigns, engagement activities like open houses, and feedback mechanisms to gather employee input on the clinic's services.

9. **Ongoing Utilization Monitoring**
   Regular monitoring involves tracking usage statistics, patient outcomes, and satisfaction levels, conducting performance reviews, and making necessary adjustments to improve services and increase utilization.

10. **Ongoing Return on Investment (ROI) Analysis**
    Continually assessing the clinic's financial impact includes measuring cost savings, evaluating improvements in employee health and productivity, and regularly reporting ROI to stakeholders to demonstrate the clinic's value.

Should the City decide that an RFP for clinic services is necessary, our team is ready to lead the RFP, evaluation, and implementation (or transition) process.

Tab 3 Experience/Qualifications of Firm & Team

Provide the names of project team members proposed to perform and/or assist with the work and oversee the City's project including resumes, individual resumes shall not exceed two (2) pages each. Include an organization chart showing the working relationship of the management structure. Indicate which team members have worked together on similar size projects.

Gehring Group/Risk Strategies is dedicated to attracting and retaining the industry's best talent while leading the way in innovation. Our commitment is reflected in our strategic hiring practices, which focus on bringing in professionals with specialized expertise in Employee Benefits, Human Resources, and Risk Management, particularly those with experience in the public sector.

We also recruit seasoned insurance carrier personnel who excel in client service and underwriting. Our team includes former insurance carrier underwriters who utilize their deep knowledge to effectively negotiate carrier and vendor renewals, ensuring our clients and their members receive the best possible outcomes.

Our staff's extensive tenure and proven track record in all areas specified in the RFP demonstrate our capability and reliability. We emphasize engaged, personalized account leadership to build and maintain strong, long-term relationships with our clients.

To ensure seamless communication and support, our team is always accessible to the City's HR personnel. We are available for onsite meetings, committee meetings, video conferencing, and other forms of interaction, ensuring we meet the needs of our clients promptly and effectively.

Gehring Group/Risk Strategies' service team consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. The service team proposed to the City of Tarpon Springs includes:

Name	Role	Florida Insurance License #	Years of Industry Experience
Shawn Fleming, CSFS	Senior Benefits Consultant	E059700	22 years
Athena Erchard	Backup Benefits Consultant	A078425	25 years
Lisa Nix, PHR	Senior Employee Benefits Analyst	W307652	20 years
Nina Makin, GBA	Senior Account Manager	W376041	27 years
Katie Howard	Account Relations Manager	W237417	9 years

**Licensing can be verified at: https://licenseesearch.fldfs.com/.*

In addition, the City will also have direct access to additional staff resources with varying specialties and industry specific certifications including:

- Registered Employee Benefits Consultant Certification – REBC
- Certified Employee Benefits Specialist – CEBS
- Group Benefits Associate – GBA
- Professional and Senior Professional, Human Resources – PHR and SPHR
- Certified Self-Funding Specialist – CSFS
- Certified Healthcare Reform Specialist – CHRS

- Voluntary/Worksite Benefits Certification
- NAHU Benefits Technology Certification
- USA Mental health First Aid – National Certification
- NAHU Medicare Certification

Service Team Roles & Responsibilities

Senior Benefits Consultant: Shawn Fleming, CSFS

Your Senior Benefits Consultant leads strategic and budget planning, offering expert recommendations and guidance on plan design, new products, funding options, compliance, and legislation. Shawn is readily available for meetings with decision-makers and is prepared to present to executive staff, employee committees, and leadership as needed.

Backup Benefits Consultant: Athena Erchard

Your Backup Benefits Consultant supports your Senior Benefits Consultant in meeting the needs of the City regarding all aspects of its employee benefits program. Athena will be available throughout the renewal and/or RFP process as well as serving as an expert resource regarding all employee benefits strategy and plan design within the public sector.

Employee Benefits Analyst: Lisa Nix, PHR

Lisa Nix will work closely with your Lead Benefits Consultants regarding all financial and analytical functions including compiling and issuing RFPs, evaluation of proposals and aggressive renewal negotiations. She is also responsible for monitoring claims utilization and large claims, making recommendations relative to utilization patterns and providing budget and renewal projections.

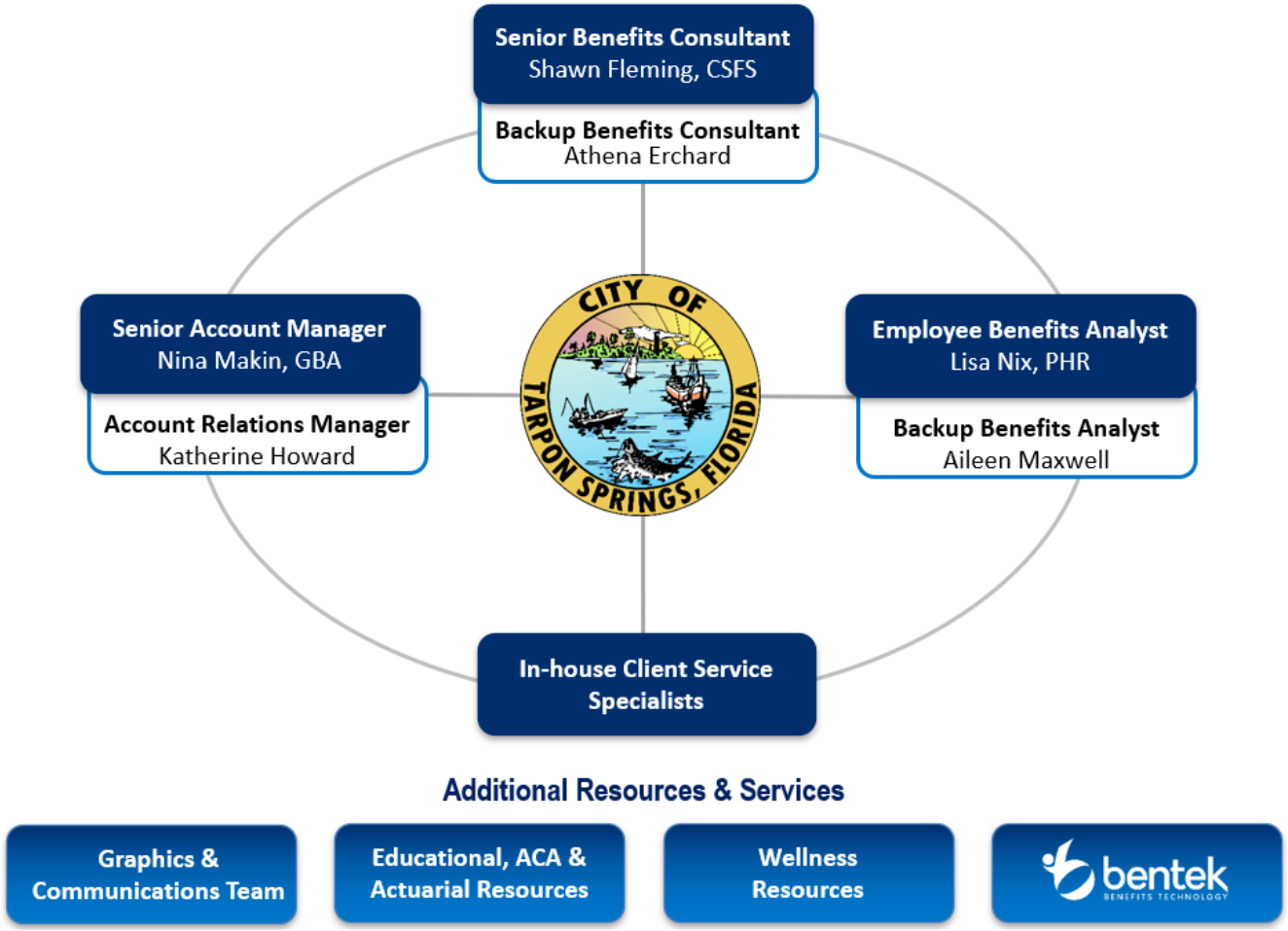
Senior Account Manager: Nina Makin, GBA

Nina Makin will continue to serve as the City's Senior Account Manager and assist staff and employees with day-to-day benefits-related issues. She will serve as a direct contact regarding all service aspects of the benefits program including compliance issues, program implementation, open enrollment coordination and attendance, wellness planning, employee advocacy, and various other service roles.

Account Relations Manager: Katie Howard

Katie Howard, the City's Account Relations Manager, will continue to work hand in hand with the assigned Senior Account Manager and serves as an in-house member of the service team responsible for coordinating implementations, enrollments, health fairs, etc. and ensuring all day-to-day service issues are addressed. She is also responsible for the review and editing of the employee benefits handbook and accuracy of employee communication materials.

Gehring Group's proposed service team structure is represented below:



PROPOSED SERVICE TEAM RESUMES

Senior Benefits Consultant: Shawn Fleming, CSFS

Professional Licenses: Life, Health & Variable Annuity
Additional Certifications: NAHU Certified Self-Funding Specialist
Education: University of Missouri
Degree: B.S., Business Administration
Years in Industry: 20 years

Experience & Qualifications

Shawn's experience working with large group public sector clients along with his certification in self-funding, expertise in all funding arrangements, and serving as the Subject Matter Expert for clinic/health centers makes him a great resource to assist the City of Tarpon Springs in meeting its current and future goals.

Shawn began his insurance career in 2002 pursuant to earning his Bachelor of Science Degree in Business Administration from the University of Missouri. He has served as a Financial Representative for Northwestern Mutual and worked with another large brokerage firm immediately prior to joining Gehring Group in 2007.

During his 17 years at Gehring Group, Shawn's focus has remained focused on serving the public sector. He has provided employee benefits consulting services for groups with 50 to 5,000 employees, implementing various benefits program strategies and steadily refining his level of expertise in all types of insurance programs and funding arrangements. In addition, Shawn also pioneered Gehring Group's efforts with regards to onsite clinic/wellness center consultation, a role in which he spearheaded the process for over a dozen Gehring Group clients throughout the state in the successful implementation of a health clinic, with additional clients currently in the evaluation and/or implementation process. As the subject matter expert on these innovative initiatives, his expertise in this area combined with his knowledge of the health insurance market makes Shawn a valuable asset to any employer considering managing a health plan that integrates medical and wellness initiatives.

Shawn is also well respected as an insurance expert among the various carriers and vendors with whom Gehring Group works. He was requested to serve and remains a current member of Cigna's Agent Advisory Committee for the Florida Region which provides him with advanced notice of new product offerings as well as the opportunity to share feedback regarding carrier service issues and make recommendations to improve products and services.

Public Sector Experience

Shawn's experience includes serving as the Senior Benefits Consultant for such public sector entities as the City of Dunedin, City of Clearwater, Hernando County Board of County Commissioners, Charlotte County Board of County Commissioners, Highlands County Board of County Commissioners, and City of Lakeland.

Backup Benefits Consultant: Athena Erchard

Professional Licenses: Life, Health & Variable Annuity
Education: Palm Beach Atlantic University
Degree: B.A., Marketing & Psychology
Years in Industry: 25

Experience & Qualifications

Athena Erchard is an experienced employee benefits professional with 25 years of experience in the industry including time at a public sector employer as well as an international brokerage and consulting firm. During the course of her career, she has worked in multiple roles allowing her the unique opportunity to gain an understanding of the client's perspective from different vantage points. Athena has spent over 10 years working specifically in the public sector large group space analyzing benefit plans, funding arrangements and insurance carrier data, researching and developing employer tools for comparing programs and managing open enrollments, benefit fairs and wellness programs. She has significant experience in bidding for all lines of coverage including medical, stop loss coverage, dental, vision, life, disability, and more.

Her work history is rich, working with all major carriers and large group employers, assisting through the navigation of healthcare reform and the options afforded in this cycle of the benefits arena. Athena has worked as a Senior Marketing Analyst, Account Executive and as an Employee Benefits division manager which provides her clients with an in-depth understanding through organizing and analyzing data to best fit the needs of an employer group. Her communication skills and industry knowledge foster a dynamic relationship with both clients and carriers. Her collaborative spirit helps maintain interpersonal relationships between brokers, clients, and

employees. She has been instrumental in developing strategies that include various funding arrangements based on client objectives with consideration of the insurance marketplace, budget objectives, benchmarking, and legislative compliance.

Public Sector Experience

Athena is a member of the National Association of Health Underwriters, Florida Association of Health Underwriters and Tampa Bay Underwriters organizations. Her current clients include the City of Cape Coral, West Manatee Fire District, Highlands County Board of County Commissioners, Tampa Bay Water Authority, City of Venice, and City of Marco Island.

Senior Account Manager: Nina Makin, GBA, PHR, SHRM-CP

Professional Licenses: Life, Health & Variable Annuity
Certifications: GBA (Group Benefits Associate), PHR (Professional in Human Resources), SHRM-CP (SHRM Certified Professional)
Education: Central Washington University
Degree: B.S., Accounting
Years in Industry: 27

Expertise & Qualifications

Nina is an experienced professional, having over 27 years of combined Human Resources and Employee Benefits experience. Nina began her career in Human Resources research and compliance and over the span of her career, has held the positions of Benefits Specialist, Benefits Analyst and Director of Human Resources. Nina's areas of responsibilities and experience have included administering payroll and employee benefits, coordinating workers' compensation and unemployment claims, updating HR policies and processes as required for compliance, and assisting in employee matters including performance issues, recruiting, and training. As an experienced benefits professional and human resources professional herself, Nina brings a user as well as consultant perspective to her role as a direct contact regarding all service aspects of the Sheriff's benefits program including implementation, open enrollment, employee claim issues, and various compliance issues.

Prior to joining Gehring Group, Nina spent 10+ years with a national non-profit implementing and maintaining their employee benefit programs. Her responsibilities included day-to-day customer service, wellness program coordination, open enrollment implementation, the navigation of healthcare reform, and compliance guidance on topics such as COBRA, HIPAA, ERISA, and legislative requirements in nine states. In addition to her management role in her organization, Nina was selected to sit on the state industry insurance committee which set plan design and negotiated rates for offered core insurance products for its thousands of members, as well as actively managed the plan reserves.

An active member of SHRM and other industry associations, Nina remains at the forefront of our changing benefits environment to accomplish the goal of keeping her Gehring Group clients informed regarding compliance and to be a responsive resource with all other employee benefits issues. Her collaborative spirit helps maintain interpersonal relationships between carriers, clients, and their employees. Nina has also been recognized by many of her current clients for her exceptional care and attention to employees during open enrollment to ensure all questions are answered thoroughly.

Public Sector Experience

Nina's experience includes serving such public entities as the Tampa Bay Water Authority, Charlotte County Board of County Commissioners, West Manatee Fire and Rescue District, Sarasota Sheriff's Office, City of Tarpon Springs, Pinellas County Sheriff's Office, and Hillsborough County Sheriff's Office.

Senior Employee Benefits Analyst: Lisa Nix, PHR

Professional Licenses: Life, Health & Variable Annuity
Education: Bentley College
Degree: Professional, Human Resources
Years in Industry: 20

Experience & Qualifications

A tenured professional with more than 20 years of experience in both the private and public sector, Lisa brings a vast array of analytical experience to the Gehring Group. Prior to joining the Gehring Group, Lisa served as an Associate Consultant for a compensation consulting firm specializing in public and private sector employers in the development and implementation of compensation programs.

Lisa also served in the role of Benefits Analyst for a pharmaceutical company where she analyzed, evaluated, and administered the corporate benefits program and third-party benefits administrator for over 6,000 union/non-union employees and retirees in multiple locations. Her day-to-day benefits background is vast, and includes coordinating and conducting open enrollments, assisting employees with their benefits needs, ensuring benefits compliance and monitoring the HR budget forecast for all compensation and benefit programs. Her experience includes systems implementation for compensation, benefits, HRIS systems, and interfaces to various benefit vendors.

In her role as Senior Analyst at Gehring Group, Lisa focuses on carrier relations and negotiations; bid development, submission, analytical review, and recommendation formulation; on-going plan review and client reporting; and special projects such as clinic analytical studies, claims analysis and reporting, and due diligence. During the bid and negotiation process, Lisa is the key liaison between the client and the insurance carrier in conjunction with other analytical team members. With a strong analytical background and expertise in health care benefits, Lisa provides her clients with consistent analytical reviews of claims experience, budgeting information and insight into various plan and funding options. Currently serving numerous large group public sector clients, Lisa brings her years of experience and qualifications to provide outstanding service and achieve dollar savings for all Gehring Group clients she serves.

Lisa attended Bentley College where she studied human resources management and achieved her Professional in Human Resources (PHR) Designation.

Public Sector Experience

As a Senior Employee Benefits Analyst here at Gehring Group, Lisa works with numerous public sector fully insured and self-insured programs including the City of Lakeland, City of Clearwater, Charlotte County Board of County Commissioners, City of Stuart, and Pinellas Suncoast Transit Authority.

EXECUTIVE TEAM RESOURCES

Kurt Gehring, National Practice Leader – Public Entities

Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Surplus Lines
Education: Florida State University
Degree: BA – Marketing
Industry Tenure: 30+ years

Experience & Qualifications

An insurance industry veteran with over 30 years' experience, Kurt is an insurance expert licensed in Health, Life, and Variable Annuities, Property and Casualty Insurance, and Surplus Lines License. Kurt has successfully recommended, implemented, and serviced various types of employee benefit, workers' compensation and property and casualty insurance programs, while specializing in the large group market. Recognized for his extensive knowledge, expertise as well as his excellent communication skills, Kurt has been a featured speaker at various conferences on a variety of insurance topics.

Kurt is National Practice Leader of Risk Strategies' Public Sector division with the mission of providing clients the highest level of service exceeding, not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties, and insurance obligations, Kurt developed Risk Strategies' unique, team-based approach customized to meet the specific needs of each client. Kurt inspires each Risk Strategies employee to make an unprecedented effort to address each situation both promptly and effectively. Risk Strategies' growth and success in maintaining long lasting client relationships is a result of its strong commitment to personalized service to its clients as an independent resource, facilitator, advocate, and advisor.

Kurt Gehring, an alumnus of Florida State University and a member of its College of Business Board of Governors, is deeply involved in his community through support for organizations like the Florida Sheriff's Youth Ranches and the Arc of Palm Beach County, where he serves as Chair.

Kate Grangard, CPA, Managing Director – National Public Entities Practice

Professional Licenses: Certified Public Accountant, Certified Health Care Reform Specialist
Honors: Board Member – The Lord's Place; 2016 Class of "Leadership Florida"
Education: Fordham University
Degree: BS – Business Administration, Public Accounting
Industry Tenure: 25+ years

Experience & Qualifications

Kate began her career in public accounting with the Metropolitan Services Group of Price Waterhouse in Manhattan, ultimately transferring to a position its Florida office. Subsequently, she spent 11 years as Vice President of Finance for a Florida based national restaurant chain. In her position, she developed and managed the accounting, risk management, employee benefits, and information technology departments. This role also included designing and implementing highly successful internal control and risk management programs and formulated and implemented company policies and procedures. In managing the Risk Management department, she gained experience in the property and casualty, general liability, workers compensation, employee benefits,

and umbrella insurance sectors. Her ability to first recognize contributing factors to trends and negative experience, and subsequently effectively negotiate and redesign program parameters resulted in substantial savings to her employer.

In 2006, Kate brought her extensive management, finance, audit and analytical experience, and customer service commitment to her leadership role with Gehring Group/Risk Strategies Company and is a cultural zealot. Kate is a legislative compliance lead on the Health Care Reform Acts for our clients and is respected as a highly regarded speaker and educator on health care reform updates for various state and national conferences and groups. Additionally, as a member of the Risk Strategies executive team, Kate is responsible for overseeing the growth and development of the Company's finances, infrastructure, and team members so that Risk Strategies is able to meet its commitment to provide the highest level of customer service to its clients.

Kate is a highly respected and requested speaker, including as Keynote, on healthcare legislation at various public sector conferences including the Government Finance Officers Association (GFOA) and the State and Local Government Benefits Association (SALGBA). She authors and presents webinars and seminars throughout the year, believing her role to be an educator committed to informing clients regarding compliance and planning. She is a provider for Continuing Education credits for CPAs and human resources professionals; and her sessions are regularly also accepted for credit for payroll professionals and attorneys.

Kate has always had a strong commitment to her community and to the public sector clientele that Risk Strategies serves. Kate currently serves on the Health Care Reform committee as part of the legal working group of the Council of Insurance Agents & Brokers; as a member of GFOA's CORBA (The Committee on Retirement and Benefits); and on the Employer Working Group of NAHU (National Association of Health Underwriters). Kate loves her South Florida Community and currently serves on the Executive Board of The Lord's Place, an organization in Palm Beach County dedicated to breaking the cycle of homelessness; is a mentor for Women of Tomorrow; and a 20+ year member of the Jupiter-Tequesta Kiwanis Club. She is also a graduate and active lifetime member of Leadership Florida (Class XXXV).

Kate Grangard graduated with honors from Fordham University in 1987 with a B.S. degree in Business Administration with a concentration in Public Accounting. She is a licensed Certified Public Accountant in Florida and has also held licensure in New York. Kate is a member of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, and an associate member of the Association of Certified Fraud Examiners, a member of the Florida Government Finance Officers Association, and the Government Finance Officers Association.

Anna Maria Studley, Director of Client Development

Professional Licenses: Life, Health & Variable Annuity
Education: Suffolk Community College, NY
Degree: Associates – Accounting and Business Administration
Industry Tenure: 40+ years

Experience & Qualifications

Anna Maria Studley is a seasoned insurance industry professional with over 40 years of experience and 17 years of service at Gehring Group/ Risk Strategies, focusing on the public sector. Her extensive background includes roles as a General Agent, Consultant, and Director of Account Management with a national brokerage firm. She

has also owned and operated a third-party administration company and worked with two national insurance carriers.

Throughout her career, Anna Maria has analyzed benefit plans and claims utilization, supervised RFP and evaluation processes, managed funding arrangements, and coordinated open enrollments and health fairs. She has also handled escalated member issues and billing reconciliations. Licensed in 26 states, she has worked with large employers such as IBM and FPL and managed a Trust administering multi-entity employee benefit programs, performing health insurance claim audits, and ensuring legislative compliance. Her expertise in state and federal regulations makes her an invaluable asset to both Risk Strategies and the clients she serves.

In addition, Anna Maria brings invaluable insight and experience from her employment experience with two national health insurance carriers. Her years at these carriers enabled her to gain relationships and special experience regarding the inner workings of an insurance carrier and provided the opportunity for the establishment of significant industry relationships. As a resource to your Gehring Group/Risk Strategies service team, Anna Maria supports the delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. Additional qualifications include certification as a *National Council Mental Health First Aid* instructor and achieving the National Association of Health Care Underwriters' *Medicare Certification*. She also serves on the board of the American Legion Auxiliary, where she supports their mission to serve veterans, further demonstrating her deep commitment to community service and advocacy for those who have served our country.

Anna Maria's experience at Gehring Group/Risk Strategies includes servicing clients from 50 to 25,000 employees to whom she brings the experience and knowledge to lead each client in its effort of maintaining a cost-effective program.

Tab 4 Fee Proposal (Separate Document)

Fee Proposal may be submitted in in the Proposer's own format but must show the total cost per year, including the Wellness Center, and total for five (5) years, including the Wellness Clinic.

Please refer to separate attachment titled "Fee Proposal".

Tab 5 Minority/Disadvantaged Business

Provides points pre-populated by Procurement Services for minority business status as designated by the State of Florida or Tampa Bay Region (defined as Pinellas, Hillsborough, Polk, Manatee, Sarasota, Hernando Counties, and Pasco County) Certified MBE/WMBE. If the Firm/Prime Contractor is designated as a minority business, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the requirements, zero (0%) percent of the points available are awarded.

The firm does not meet the requirements to be designated as a Minority-owned or Disadvantaged Business.

Tab 6 Required Forms

Respondent shall complete and execute the forms specified in Section 6 and found on the designated pages in this RFP, and shall include them in the section tabbed 6:

This section contains the following required forms:

a. Vendor Information Sheet

b. References

c. Non-Collusion Affidavit

d. Drug-Free Workplace Certification

e. Lobbying and Conflict of Interest Ethics Clause

f. Proof of Insurance

g. Agreement Exhibit Certification

h. Affidavit of Compliance with Anti-Human Trafficking Laws

i. Affidavit of Compliance with Foreign Entity Laws

PROPOSAL FORMS

VENDOR INFORMATION SHEET

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

Company Name: RSC Insurance Brokerage, Inc.
Address 1: 3500 Kyoto Gardens Drive
Address 2:
City: Palm Beach Gardens
State: Florida
Zip Code: 33410
Phone Number: (561) 626-6797 | (800) 244-3696
Fax Number: (561) 626-6970
Project Contact: Cindy Thompson, VP-Operations
e-mail address: cindy.thompson@gehringgroup.com
Remittance (Payment) Mailing Information
Address 1: 3500 Kyoto Gardens Drive
Address 2:
City: Palm Beach Gardens State: FL
Zip Code: 33410
Phone Number: (561) 626-6797 | (800) 244-3696
Fax Number: (561) 626-6970
Project Contact: Cindy Thompson, VP-Operations
e-mail address: cindy.thompson@gehringgroup.com
Federal Tax ID No.:
16-1689464
Tax ID Type: ✓ Federal Tax ID __ Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Tarpon Springs to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.

2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.

3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:

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

Date	Number	Date	Number
10/14/2024	1	10/29/24	2

   (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.

   (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any

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

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

Proposer: _____(signature)

Kurt N. Gehring, Managing Director

RFP No. 250003-P-AS
Employee Benefits Brokerage and Consulting Services

REFERENCES – INCLUDE IN TAB 6

#1 Agency	City of Dunedin	
Address	737 Louden Avenue	
City, State, Zip	Dunedin, FL 34698	
Contact Person	Theresa E. Smalling, SPHR, Director of HR & Risk Management	
Telephone:	(727) 298-3042	Email: tsmalling@dunedinfl.net
Date(s) of Service	4/1/2004 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the Bentek Online Enrollment & Administration Solution.	
#2 Agency	City of Clearwater	
Address	100 South Myrtle Avenue	
City, State, Zip	Clearwater, FL 33756	
Contact Person	Jill Paul, HR Manager	
Telephone:	(727) 444-8114	Email: jill.paul@myclearwater.com
Date(s) of Service	5/1/2001 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of employee benefits broker & consulting services including the	
Comments	Bentek Online Enrollment & Administration Solution.	
#3 Agency	Pinellas Suncoast Transit Authority	
Address	3201 Scherer Drive	
City, State, Zip	St. Petersburg, FL 33716	
Contact Person	Patricia Collins, Director of Human Resources Director	
Telephone:	(727) 418-0890	Email: pcollins@psta.net
Date(s) of Service	5/1/2013 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	

	employee benefits broker & consulting services including the	
Comments	Bentek Online Enrollment & Administration Solution.	
#4 Agency	City of Oldsmar	
Address	100 State Street West	
City, State, Zip	Oldsmar, FL 34677	
Contact Person	Michelle Kutch, Human Resources Administrator	
Telephone:	(813) 749-1100	Email: mkutch@myoldsmar.com
Date(s) of Service	8/1/2008 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of employee benefits broker & consulting services including the	
Comments	Bentek Online Enrollment & Administration Solution.	
#5 Agency	Hernando County Board of County Commissioners	
Address	15470 Flight Path Drive	
City, State, Zip	Brooksville, FL 34604	
Contact Person	Mary Spencer, Benefits Coordinator	
Telephone:	(352) 754-4013	Email: mspencer@hernandocounty.us
Date(s) of Service	4/13/2011 to present	
Type of Service	Gehring Group/Risk Strategies provides a comprehensive level of	
Comments	employee benefits broker & consulting services including the Bentek Online Enrollment & Administration Solution.	

NON-COLLUSION AFFIDAVIT

I, Kurt N. Gehring, depose and say that:

1. I am Managing Director of the firm of RSC Insurance Brokerage, Inc., the firm submitting the response described in this Request for Proposals for: RFP 250003-P-AS, Employee Benefits Brokerage and Consulting 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: Kurt Gehring Date: October 11, 2024

STATE OF: FLORIDA CITY OF: PALM BEACH GARDENS

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 October 11 day of 2024.

Valerie Jean Ensinger

NOTARY PUBLIC Valerie Jean Ensinger

My Commission Expires: March 21, 2025

NOTARY PUBLIC STATE OF FLORIDA VALERIE JEAN ENSINGER MY COMMISSION # HH103629 EXPIRES: March 21, 2025

DRUG FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: October 11, 2024

Signature: Kurt Gehring

Company: RSC Insurance Brokerage, Inc.

Name: Kurt N. Gehring
(Typed or Printed)

Address: 3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Title: Managing Director

E-Mail: cindy.thompson@gehringgroup.com

Phone No: (561) 626-6797 | (800) 244-3696

LOBBYING AND CONFLICT OF INTEREST CLAUSE ETHICS CLAUSE

(Company) RSC Insurance Brokerage, Inc.

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

Signature Kurt Gehring

Date: October 11, 2024

STATE OF: FLORIDA CITY OF: PALM BEACH GARDENS

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

Valerie Jean Ensinger

NOTARY PUBLIC Valerie Jean Ensinger

My commission expires: March 21, 2025

NOTARY PUBLIC STATE OF FLORIDA
VALERIE JEAN ENSINGER
MY COMMISSION # HH103629
EXPIRES: March 21, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2024

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

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

PRODUCER
RSC Insurance Brokerage, Inc.
160 Federal St.
4th Floor
Boston MA 02110

CONTACT NAME: Bryan Lorenz
PHONE (A/C, No, Ext): (617) 330-5700 **FAX (A/C, No):** (617) 439-3752
E-MAIL ADDRESS: blorenz@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Gehring Group, Inc., a division of
RSC Insurance Brokerage, Inc.
160 Federal Street, 4th Floor
Boston MA 02110

COVERAGES **CERTIFICATE NUMBER:** CL2492792732 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Errors & Omissions			ELU199846-24	09/30/2024	09/30/2025	Per Claim	$5,000,000
							Aggregate	$1,000,000

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

Issued as evidence of insurance.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MB Christin

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AGREEMENT EXHIBIT CERTIFICATION

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

The following terms are hereby added to the original Agreement:

1. Scrutinized Companies

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

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

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

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

1.2.2. Is engaged in business operations in Syria.

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

2. E-Verify

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

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

	RSC Insurance Brokerage, Inc.
ATTEST	Company Name
Signature of Corporate Secretary	Signature
Natalie Logan	Kurt N. Gehring, Managing Director
Type/Print Name of Corporate Secy.	Type/Print Name
October 11, 2024	October 11, 2024
Date	Date

(CORPORATE SEAL)

Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

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

Date: October 11, 2024 Signed: _____

Entity: RSC Insurance Brokerage, Inc. Name: Kurt N. Gehring

Title: Managing Director

Affidavit of Compliance with Foreign Entity Laws

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

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

Date: October 11, 2024
Signed: Kurt N. Gehring
Entity: RSC Insurance Brokerage, Inc.
Name: Kurt N. Gehring
Title: Managing Director

Tab 7: Exhibits

This section includes the following exhibits.

Exhibit A.....Sample Employee Benefit Guide

Exhibit B.....Sample Employee Communications

Exhibit C.....Sample Reports & Work Product

Exhibit D .....Sample Client Webinar

Exhibit E.....Sample Employee Benefit Newsletters

Exhibit F ..... Bentek® Online Enrollment & Administration System

Exhibit G ..... Client Letters of Recommendation

Exhibit A
Sample Employee Benefit Guide

2023 2024

EMPLOYEE BENEFIT HIGHLIGHTS

Table of Contents

Introduction 1

Online Benefit Enrollment 1

Group Insurance Eligibility 2-3

Qualifying Events and Section 125 3

Summary of Benefits and Coverage 3

Medical Insurance 4-5

Medical Plan Resources 4

Virtual Visits 4

UnitedHealthcare Choice Plus Plan 15 Plan At-A-Glance 5

Dental Insurance 6-7

MetLife Dental PDP Plan At-A-Glance 7

Vision Insurance 8-9

EyeMed Insight Vision Plan At-A-Glance 9

Flexible Spending Accounts 10-11

Employee Assistance Program 12

Basic Life and AD&D Insurance 12

Voluntary Life and AD&D Insurance 13

Employee Wellness Center 14

Voluntary Short Term Disability 15

Long Term Disability 15

Supplemental Insurance 15

This booklet is merely a summary of employee benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. City of Tarpon Springs reserves the right to amend, modify or terminate the plan at any time. This booklet should not be construed as a guarantee of employment.

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Contact Information

Human Resources Department	Jane Kniffen Human Resources Director	Phone: (727) 938-3711 Email: jkniffen@ctsfl.us
Online Benefit Enrollment	Bentek Support	(888) 5-Bentek (523-6835) www.mybentek.com/ctsfl
Medical Insurance	UnitedHealthcare	Customer Service: (844) 518-8079 www.myuhc.com
Prescription Drug Coverage & Mail-Order Program	OptumRx	Customer Service: (800) 356-3477 www.optumrx.com
Employee Wellness Center	CareATC	Customer Service: (800) 993-8244 www.careatc.com
Dental Insurance	MetLife	Customer Service: (800) 275-4638 www.metlife.com
Vision Insurance	EyeMed	Customer Service: (866) 804-0982 www.eyemed.com
Flexible Spending Accounts	BenefitsWorkshop	Customer Service: (888) 537-3539 www.benefitsworkshop.com/tarponsprings Fax: (904) 880-2830
Basic Life and AD&D Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
Voluntary Life and AD&D Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
Voluntary Short Term Disability Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
Long Term Disability Insurance	The Hartford	Customer Service: (800) 523-2233 www.thehartford.com
Employee Assistance Program	EAP though UnitedHealthcare	Customer Service: (888) 887-4114 www.myuhc.com
Supplemental Insurance	The Standard	Customer Service: (866) 851-5505 Agent: Eric Gonzalez | Phone: (971) 321-1660 ext. 1660 www.standard.com

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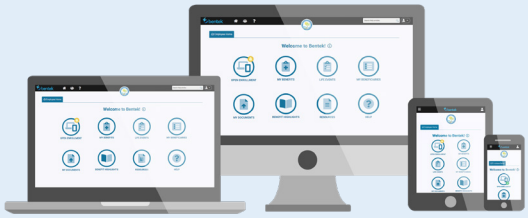
Introduction

The City of Tarpon Springs provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources.

Online Benefit Enrollment

The City provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment Period, New Hire Orientation, or for Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employee may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for employee and dependent(s). Employee also has access to important forms and carrier links, can report qualifying life events and review and make changes to Life insurance beneficiary designations.



To Access the Employee Benefits Center:

- ✓ Log on to **www.mybentek.com/ctsfl**
  Please Note: *Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.*
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please call (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com, Monday through Friday during regular business hours 8:30am - 5:00pm.

To access Bentek using a mobile device, scan code.

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Group Insurance Eligibility

The City's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's medical, dental and vision insurance plans if they are full-time employees. Coverage will be effective 90 days following date of hire. For example, if employee is hired on April 1, then the effective date of coverage will be June 29.

Employees are eligible to participate in the City's FSA, Basic and Voluntary Life, Disability and Supplemental insurance plans if they are full-time employees. Coverage will be effective the first of the month following 90 days of employment. For example, if employee is hired on May 11, then the effective date of coverage will be September 1.

Separation of Employment

If employee separates employment from the City, insurance will continue through the end of month in which separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the legal spouse/domestic partner and/or dependent child(ren) of the participant or spouse/domestic partner. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn child (up to the age of 18 months) of a covered dependent (Florida State Statute)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse/domestic partner

Dependent Age Requirements

Medical and Vision Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical or vision plan to the end of the calendar year in which the child reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is disabled.

Dental Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26.

Please see Taxable Dependents if covering eligible over-age dependents.

Disabled Dependents

Coverage for a dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group's insurance plans; and
- The dependent has been continuously insured.

Proof of disability will be required upon request. Please contact Human Resources if further clarification is needed.

Taxable Dependents

Employee covering adult child(ren) under employee's medical and vision insurance plans may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which dependent child reaches age 26. Beginning January 1 of the calendar year in which dependent child reaches age 27 through the end of the calendar year in which the dependent child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year and will be subject to all applicable Federal, Social Security and Medicare taxes. Imputed income is the dollar value of insurance coverage attributable to covering each adult dependent child. Contact Human Resources for further details if covering an adult dependent child who will turn age 27 any time during the upcoming calendar year or for more information.

Please Note: There is no imputed income if adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return.

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Group Insurance Eligibility *(Continued)*

Domestic Partner Coverage

Domestic partners may be eligible to participate in the City's group insurance plans if the partner is officially registered as a domestic partner in the County in which they reside or work. The IRS guidelines state that employee may not receive a tax advantage on any portion of premiums paid related to domestic partner coverage. Employees insuring domestic partners and/or child dependent(s) of a domestic partner are required to pay imputed income tax on subsidy amounts and should consult a tax advisor. Please contact Human Resources for more information.

Qualifying Events and Section 125

Section 125 of the Internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to employee's pre-tax benefits can be made ONLY during the Open Enrollment Period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event.

Under certain circumstances, employee may be allowed to make changes to benefit elections during the plan year if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of the Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent(s) termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)

IMPORTANT NOTES

If employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to employee's coverage. Beyond 30 days, Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event". If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Qualifying Events will be processed in accordance with employer and carrier eligibility policy. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements.

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	324 East Pine Street Tarpon Springs, FL 34689
Phone:	(727) 938-3711
Website URL:	www.mybentek.com/ctsfl

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (727) 938-3711.

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Medical Insurance

The City offers medical insurance through UnitedHealthcare to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plan, please refer to the carrier's Summary of Benefits and Coverage (SBC) document or contact UnitedHealthcare customer service.

Medical Insurance – UnitedHealthcare Choice Plus Plan 15

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$0.00
Employee + Spouse/Domestic Partner	$88.36
Employee + Child(ren)	$76.91
Employee + Family	$161.27

**Please Note: Any premium rounding will occur in the final pay period of the month.*

UnitedHealthcare | Customer Service: (844) 518-8079
www.myuhc.com

Medical Plan Resources

UnitedHealthcare offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other medical plan resources, please contact UnitedHealthcare's customer service at (800) 357-0978, or visit www.myuhc.com.

UnitedHealthcare App

The UnitedHealthcare app puts enrolled employees and dependents' health plan at their fingertips. Download the app to:

- Search doctors, specialists, hospitals, and clinics in the medical plan's network.
- Check plan coverage, including copays and out-of-pocket expenses.
- View and share personal health plan ID card.
- Track deductible and out-of-pocket max.

Nurse Support Team

UnitedHealthcare offers all enrolled employees and dependents a health plan that features a special support team with their "nurse in the family" approach, and various health services and resources when needed. Members can call anytime to speak with a dedicated nurse for questions about:

- A new diagnosis
- A medical claim
- Health, medications and prescription benefits
- Finding a primary care physician
- Managing a chronic health condition (diabetes, coronary artery disease or asthma)

Dedicated nurses are available 24 hours a day, seven (7) days a week. For more information please call (844) 518-8079 or visit the Health & Welness tab on www.myuhc.com.

UnitedHealthcare | Nurse Support Line: (844) 518-8079 | www.myuhc.com

Virtual Visits

UnitedHealthcare provides access to 24/7 Virtual Visits services as part of the medical plan. 24/7 Virtual Visits provides access by smartphone, tablet, and computer to immediate medical assistance for many conditions.

The benefit is provided to all enrolled members. Registration is required and should be completed ahead of time. This program allows members 24 hours a day, seven (7) days a week on-demand access to affordable medical care via smartphone, tablet, and computer to online video consultations when needing immediate care for non-emergency medical issues. 24/7 Virtual Visits, through UnitedHealthcare, should be considered when employee's primary care doctor is unavailable, after-hours or on holidays for non-emergency needs. Many urgent care ailments can be treated via 24/7 Virtual Visits , such as:

- ✓ Sore Throat
- ✓ Headache
- ✓ Stomachache
- ✓ Fever
- ✓ Cold and Flu
- ✓ Allergies
- ✓ Rash
- ✓ Acne
- ✓ UTIs And More

24/7 Virtual Visits doctors do not replace employee's primary care physician but may be a convenient alternative for urgent care and ER visits. For further information please contact UnitedHealthcare.

24/7 Virtual Visits through UnitedHealthcare

Services	Cost Per Visit
Virtual Visit	No Charge

UnitedHealthcare | Customer Service: (800) 357-0978
www.uhc.com/virtualvisits

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UnitedHealthcare Choice Plus Plan 15 Plan At-A-Glance

Network	Choice Plus	
Calendar Year Deductible (CYD)	**In-Network**	**Out-of-Network***
Single	$250	$500
Family	$500	$1,000
Coinsurance		
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit		
Single	$2,500	$5,000
Family	$5,000	$10,000
What Applies to the Out-of-Pocket Limit?	Coinsurance, Deductible, Copays and Rx	
Physician Services		
Primary Care Physician *(PCP)* Office Visit	$20 Copay	30% After CYD
Specialist Office Visit	$40 Copay	30% After CYD
Non-Hospital Services; Freestanding Facility		
Clinical Lab *(Bloodwork)***	No Charge	30% After CYD
X-rays	No Charge	30% After CYD
Advanced Imaging *(MRI, PET, CT)*	$100 Copay	30% After CYD
Outpatient Surgery in Surgical Center	$100 Copay	30% After CYD
Physician Services at Surgical Center	10% After CYD	30% After CYD
Urgent Care *(Per Visit)*	$50 Copay	30% After CYD
Hospital Services		
Inpatient Hospital *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Hospital *(Per Visit)*	$100 Copay	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room *(Per Visit; Waived if Admitted)*	$150 Copay	$150 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospital Services *(Per Admission)*	10% After CYD	30% After CYD
Outpatient Services *(Per Visit)*	10% After CYD	30% After CYD
Outpatient Office Visit	$20 Copay	30% After CYD
Prescription Drugs *(Rx)*		
Tier 1	$10 Copay	$10 Copay
Tier 2	$35 Copay	$35 Copay
Tier 3	$60 Copay	$60 Copay
Mail Order Drug *(90-Day Supply)*	$25/$87.50/$150 Copay	Not Covered

Locate a Provider

To search for a participating provider, contact UnitedHealthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by out-of-network providers, please refer to the Summary of Benefits and Coverage (SBC) document.*

**LabCorp or Quest Diagnostics are the preferred labs for bloodwork through UnitedHealthcare . When using a lab other than LabCorp or Quest, please confirm they are contracted with UnitedHealthcare's Choice Plus network prior to receiving services.

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Dental Insurance

MetLife Dental PDP Plan

The City offers dental insurance through MetLife to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact MetLife's customer service.

Dental Insurance – MetLife Dental PDP Plan

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$0.00
Employee + Spouse/Domestic Partner	$4.22
Employee + Child(ren)	$5.02
Employee + Family	$12.73

**Please Note: Any premium rounding will occur in the final pay period of the month.*

In-Network Benefits

The Dental PDP plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the MetLife PDP Plus. These participating dental providers have contractually agreed to accept MetLife's contracted fee or "allowed amount." This fee is the maximum amount a MetLife dental provider can charge a member for a service. The member is responsible for a Plan Year Deductible (PYD) and then coinsurance based on the plan's charge limitations.

Out-of-Network Benefits

Out-of-network benefits are used when member receives services by a non-participating MetLife PDP Plus provider. MetLife reimburses out-of-network services based on what it determines as the Reasonable and Customary Charge (R&C). The R&C is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between MetLife's R&C and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Plan Year Deductible

The Dental PDP plan requires a $50 individual or a $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services.

Plan Year Benefit Maximum

The maximum benefit (coinsurance) the Dental PDP plan will pay for each covered member is $1,500 for in-network and out-of-network services combined. All services, including preventive, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next plan year.

MetLife | Customer Service: (800) 275-4638 | www.metlife.com

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MetLife Dental PDP Plan At-A-Glance

Network	PDP Plus	
Plan Year Deductible (PYD)	**In-Network**	**Out-of-Network***
Per Member	$50	$50
Per Family	$150	$150
Waived for Class I Services?	Yes	
Plan Year Benefit Maximum		
Per Member	$1,500	
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam *(2 Per 12 Months)*	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings *(2 Per 12 Months)*		
Complete X-rays *(1 Every 5 Years)*		
Bitewing X-rays*(Adults: 1 Per 12 Months; Children (up to age 14): 2 Per 12 Months)*		
Class II Services: Basic Restorative Care		
Fillings *(Amalgam & Composite)*	Plan Pays: 80% After PYD	Plan Pays: 80% After PYD *(Subject to Balance Billing)*
Simple Extractions		
Oral Surgery		
Periodontal Services		
General Anesthesia		
Endodontics *(Root Canal Therapy)*		
Class III Services: Major Restorative Care		
Implants	Plan Pays: 50% After PYD	Plan Pays: 50% After PYD *(Subject to Balance Billing)*
Crowns		
Bridges		
Dentures		
Class IV Services: Orthodontia		
Lifetime Maximum	$1,000	
Benefit *(Dependent Children Up To Age 19)*	Plan Pays: 50%	Plan Pays: 50% *(Subject to Balance Billing)*

Locate a Provider

To search for a participating provider, contact MetLife customer service or visit www.metlife.com/dental. When completing the necessary search criteria, select PDP Plus network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.*

Important Notes

- *Each covered family member may receive up to two (2) routine cleanings per 12 months covered under the preventive benefit.*
- *For any dental work expected to cost $300 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Waiting periods and age limitations may apply.*
- *Benefit frequency limitations may apply to certain services.*
- *Orthodontic benefits end at cancellation of coverage.*

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Vision Insurance

EyeMed Insight Vision Plan

The City offers vision insurance through EyeMed to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact EyeMed's customer service.

Vision Insurance - EyeMed Insight Vision Plan

48 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$1.58
Employee + Spouse	$3.00
Employee + Child(ren)	$3.16
Employee + Family	$4.64

**Please Note: Any premium rounding will occur in the final pay period of the month.*

In-Network Benefits

The vision plan offers employee and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, employee and covered dependent(s) may select any network provider who participates in the EyeMed Insight network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

Out-of-Network Benefits

Employee and covered dependent(s) may choose to receive services from vision providers who do not participate in the EyeMed Insight network. When going out of network, the provider will require payment at the time of appointment. EyeMed will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Calendar Year Deductible

There is no calendar year deductible.

Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

EyeMed | Customer Service: (866) 804-0982 | www.eyemed.com

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EyeMed Insight Vision Plan At-A-Glance

Network		Insight	
Services		**In-Network**	**Out-of-Network**
Eye Exam		$10 copay	Up to $40 Reimbursement
Retinal Imaging		Up to $39 Copay	Not Covered
Contact Lens Exam *(Includes Fitting & Follow Up)*	Standard	Up to $40 Allowance	Not Covered
	Premium	10% Off Retail Price	Not Covered
Frequency of Services			
Examination		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contact Lenses		12 Months	
Lenses			
Single		$20 Copay	Up to $30 Reimbursement
Bifocal		$20 Copay	Up to $50 Reimbursement
Trifocal		$20 Copay	Up to $70 Reimbursement
Frames			
Allowance		$150 Retail Allowance; then 20% Discount Over Allowance	Up to $91 Reimbursement
Contact Lenses*			
Non-Elective *(Medically Necessary)*		No Charge	Up to $210 Reimbursement
Elective	Conventional	$150 Allowance; then 15% Discount Over Allowance	Up to $130 Reimbursement
	Disposable	$150 Allowance	Up to $130 Reimbursement

Locate a Provider

To search for a participating provider, contact EyeMed's customer service or visit www.eyemed.com. When completing the necessary search criteria, select Insight network.

Plan References

**Contact lenses are in lieu of spectacle lenses.*

Important Notes

Member options, such as LASIK, UV coating, progressive lenses, etc. are not covered in full, but may be available at a discount.

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Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through BenefitsWorkshop. The FSA plan year is from October 1 to September 30.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows employee to set aside money from employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employee's paycheck and deposited into the FSA. During the year, employee has access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount to be deducted each plan year. There are two (2) types of FSAs:

Health Care FSA

This account allows participant to set aside up to an annual maximum of $3,050. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participant to set aside up to an annual maximum of $5,000 if single or married and file a joint tax return ($2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note, if family income is over $20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from participant's paycheck for the Dependent Care FSA.

A sample list of qualified Health Care expenses eligible for reimbursement include, but not limited to, the following:

- ✓ Prescription/Over-the-Counter Medications
- ✓ Menstrual Products
- ✓ Ambulance Service
- ✓ Chiropractic Care
- ✓ Dental and Orthodontic Fees
- ✓ Diagnostic Tests/Health Screenings
- ✓ Physician Fees and Office Visits
- ✓ Drug Addiction/Alcoholism Treatment
- ✓ Experimental Medical Treatment
- ✓ Corrective Eyeglasses and Contact Lenses
- ✓ Hearing Aids and Exams
- ✓ Injections and Vaccinations
- ✓ LASIK Surgery
- ✓ Mental Health Care
- ✓ Nursing Services
- ✓ Optometrist Fees
- ✓ Sunscreen SPF 15 or Greater
- ✓ Wheelchairs

Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.

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Flexible Spending Accounts *(Continued)*

FSA Guidelines

- Employee may carry over up to $610 of unused Health Care FSA funds into the next plan year after a plan year ends and all claims have been filed (only if the employee re-enrolls the next year). Dependent Care funds cannot be carried over.
- The Health Care FSA has a run out period at the end of the plan year (90 days) to submit reimbursement on eligible expenses incurred during the period of coverage within the plan year.
- When a plan year ends and all claims have been filed, all unused funds with the exception of the $610 rollover for the Health Care FSA will be forfeited and not returned.
- Employee can enroll in an FSA only during the Open Enrollment Period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible in the employee FSA as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail, fax, or online. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year.

Debit Card

FSA participants will automatically receive a debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. BenefitsWorkshop may request supporting documentation for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

HERE'S HOW IT WORKS!

An employee earning $30,000 elects to place $1,000 into a Health Care FSA. The payroll deduction is $20.83 based on a 48 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of $197.

	With a Health Care FSA	Without a Health Care FSA
Salary	$30,000	$30,000
FSA Contribution	- $1,000	- $0
Taxable Pay	$29,000	$30,000
Estimated Tax 19.65% = 12% + 7.65% FICA	-$5,698	-$5,895
After Tax Expenses	- $0	- $1,000
Spendable Income	$23,302	$23,105
Tax Savings	**$197**	

Please Note: *Be conservative when estimating health care and/or dependent care expenses. IRS regulations state that any unused funds remaining in an FSA, after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year with the exception of the $610 carry over that may be allowed for the Health Care FSA.* ***This rule is known as "use-it or lose-it."***

Claims Submission
Mailing Address: Benefits Workshop
P.O. Box 56828
Jacksonville, FL 32241
Fax: (904) 880-2830

BenefitsWorkshop | Phone: (888) 537-3539
benefitsworkshop.com/tarponsprings

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Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through UnitedHealthcare. EAP offers employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members/domestic partners free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes three (3) visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor or Human Resources), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor or department. The referring supervisor or department will not receive specific information regarding the referred employee's case. The supervisor/department will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

EAP through UnitedHealthcare | Customer Service: (888) 887-4114
www.myuhc.com

Basic Life and AD&D Insurance

Basic Term Life Insurance

The City provides Basic Term Life insurance at no cost to all eligible employees, through The Hartford. Eligible employees will receive a benefit amount of $50,000.

Accidental Death & Dismemberment Insurance

Also, at no cost to employee, the City provides Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals $100,000, partial benefits may also be payable.

Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

- Reduces by 50% of the benefit amount at age 70

Dependent Group Life Insurance

Employee also has the option to elect group life insurance for spouse and dependent child(ren). A spouse may be insured for $5,000, not to exceed 50% of employee's Basic Life coverage amount. Eligible dependent child(ren), from 15 days up to age 26, may be insured for $2,500.

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek or Human Resources .

The Hartford | Customer Service: (800) 523-2233 | www.thehartford.com

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Voluntary Life and AD&D Insurance

Voluntary Employee Life and AD&D Insurance

Eligible employee may elect to purchase additional Life and AD&D insurance on a voluntary basis through The Harford. This coverage may be purchased in addition to the Basic Term Life and AD&D coverage. Voluntary Life insurance offers coverage for employee at different benefit levels.

New Hires may purchase Voluntary Employee Life and AD&D insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $50,000.**

- Units can be purchased in increments of $5,000 to the maximum of $300,000 or 3x annual earnings.
- Benefit amounts are subject to the following age reduction schedule:
  - Reduces by 50% of the benefit amount at age 70

Voluntary Life and AD&D Insurance Rate Table

Premium

Age Bracket *(Based on Employee Age)*	Employee *(Rate Per $1,000 of Benefit)*
< 30	$0.1000
30-34	$0.1000
35-39	$0.1500
40-44	$0.2300
45-49	$0.3700
50-54	$0.5500
55-59	$0.8200
60-64	$1.3500
65-69	$2.4200
70-74	$3.4200
75+	$7.3800
AD&D	$0.03

Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Bentek or Human Resources.

The Hartford | Customer Service: (800) 523-2233 | www.thehartford .com

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Employee Wellness Center

City of Tarpon Springs Employee Wellness Center

The City of Tarpon Springs Employee Wellness Center was established to provide City employees easy and cost-free access to the highest quality medical care for acute and chronic conditions. The Wellness Center is available to individuals enrolled in the City's medical insurance plan, including covered spouses, children and non-Medicare retirees.

The Wellness Center is sponsored by the Florida League of Cities and administered by CareATC, a third-party vendor. Utilization is entirely voluntary. All visits with Wellness Center staff are completely confidential and no personal information is shared with the employer. Employee will still have access to primary care providers, specialists, hospitals and outpatient facilities through the City's medical plan.

Why Choose The Wellness Center?

- ✓ No copays
- ✓ Online scheduling with dedicated 20-minute appointments - no long waits!
- ✓ Many prescriptions dispensed onsite cost-free
- ✓ 100% confidential and HIPAA compliant

What Services Can Be Performed At The Wellness Center?

- ✓ Primary Care
- ✓ Acute Care
- ✓ Prescription Dispensing
- ✓ Labs Performed Onsite – No Trip to a Separate Facility!

Prescription Medications

The Wellness Center stocks widely used generic and brand name medications at no cost to patients. Wellness Center staff can prescribe medication for a variety of acute conditions, such as antibiotics for the cold or flu. Medications can also be dispensed for chronic conditions including high blood pressure, cholesterol, acid reflux, and diabetes. If the Wellness Center does not stock a prescribed medication, the staff will provide a script to be filled by a pharmacy and purchased through the City's medical insurance plan.

Accessing the Wellness Center

Appointments are required for all primary care visits and are scheduled in 20-30 minute intervals. The medical staff will advise if employee needs a longer appointment.

Health Center Hours of Operation

Monday	8:00 a.m. – 12:00 p.m.
Tuesday	1:00 p.m. – 5:00 p.m.
Wednesday	7:00 a.m. – 5:00 p.m. *(Closed for lunch 12:00 p.m.– 1:00 p.m.)*
Thursday	8:00 a.m. – 12:00 p.m.
Friday	Closed
Saturday	Closed
Sunday	Closed

Employee Wellness Center | Phone: (800) 993-8244 | www.careatc.com
34650 US 19 North, Suite 102 | Palm Harbor, Florida 34683

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Voluntary Short Term Disability

The City offers Voluntary Short Term Disability (STD) insurance to all eligible employees through The Hartford. The STD benefit pays employee a percentage of the weekly earnings if employee becomes disabled due to an illness or non-work related injury.

Voluntary Short Term Disability (STD) Benefits

- STD provides a benefit of 60% of employee's weekly earnings up to a benefit maximum of $1000 per week.
- Employee must be disabled for 7 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- Benefits will begin on the 8 day after the employee is disabled due to non-work related injury or illness.
- The maximum benefit period is 12 weeks.
- Employee deemed unable to return to work after the STD 12 week maximum period is exhausted, may be transitioned to Long Term Disability (LTD).
- Benefits may be reduced by other income.

The Hartford | Customer Service: (800) 523-2233
File a Claim: (877) 778-1383 | www.thehartford.com

Long Term Disability

The City provides Long Term Disability (LTD) insurance at no cost to all eligible employees through The Hartford. The LTD benefit pays a percentage of monthly earnings if employee becomes disabled due to an illness or injury.

Long Term Disability (LTD) Benefits

- LTD provides a benefit of 60% of employee's monthly earnings up to a benefit maximum of $4,000 per month.
- Employee must be disabled for 90 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- Benefits will begin on the 91st day of disability.
- Employee may continue to be eligible for partial benefits if employee returns to work on a part-time basis.
- The maximum benefit period is determined based on age at the time of disability.
- Benefits may be reduced by other income.

The Hartford | Customer Service: (800) 523-2233
File a Claim: (877) 778-1383 | www.thehartford.com

Supplemental Insurance

The Standard offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and premiums paid by payroll deduction. The Standard pays money directly to the employee, regardless of other insurance plans. To learn more about The Standard plans and/or to schedule a personal appointment, contact your local The Standard agent. Details regarding available The Standard plans and services are also available online at www.standard.com.

Available plans include:

- Accident Insurance
- Critical Illness Insurance
- Hospital Indemnity Insurance

Please Note: Limitations, exclusions and waiting periods may apply.

The Standard
Agent: Eric Gonzalez | Phone: (971) 321-1660 ext. 1660
Email: eric.gonzalez@standard.com
Customer Service: (866) 851-5505 | www.standard.com

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3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970 | www.gehringgroup.com

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Exhibit B
Sample Employee Communications

Please note that all communications herein can be printed on various paper sizes.

GEHRING GROUP

OPEN ENROLLMENT IS COMING!
September 1st - September 15th

Open Enrollment is the time of year that you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage, or drop coverage.

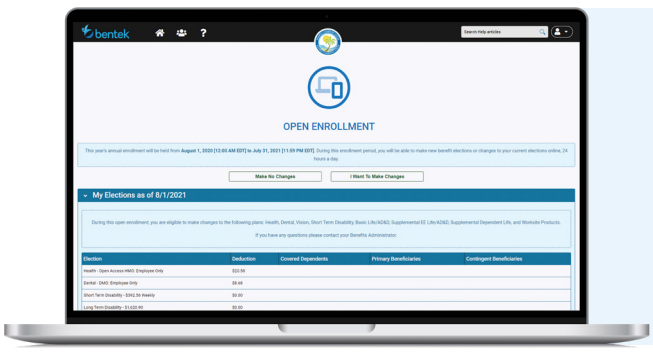
Open Enrollment informational sessions will be held to review available benefit options and premium information. You will also be able to meet with benefits representatives and ask questions.

Date	Time	Location
Wednesday, September 6th	7:00am - 12:00pm	City Hall 2nd Floor Conference Room
Friday, September 8th	7:00am - 12:00pm	Public Safety Facility 2nd Floor Conference Room
Wednesday, September 13th	7:00am - 12:00pm	City Hall 2nd Floor Conference Room
Thursday, September 14th	1:00pm - 4:00pm	City Hall 2nd Floor Conference Room

INTRODUCING... ONLINE ENROLLMENT THROUGH BENTEK!

This year we are excited to announce a new online benefits enrollment system, Bentek! Available 24 hours a day, 7 days a week.

****IMPORTANT* All Employees are encouraged to login to Bentek to confirm their benefits for the 2023-2024 plan year.***



EMPLOYEES MAY:

- ✓ View all benefit elections and payroll deductions
- ✓ View plan summaries
- ✓ Designate Life Insurance beneficiaries
- ✓ During open enrollment, employees may make new elections, change, add or remove dependents

To access the site, visit www.mybentek.com/ctsfl

All employees are encouraged to log on to Bentek during the Open Enrollment period (September 1st – September 15th) to verify coverage and update beneficiaries for the 2023-2024 Plan Year. Bentek Online Assistance will also be available during the dates and times listed.

To access Bentek using a mobile device, scan code.

Open Enrollment closes promptly at 5:00pm on September 15th, 2023.
If you have questions, please contact the Human Resources Department.

City of
DUNEDIN
Florida

The Human Resources and Risk Management Department invites you to join us for the

2024 ANNUAL EMPLOYEE WELLNESS FAIR!

DATE: Thursday, May 9th, 2024
TIME: 10:00 AM - 2:00 PM
PLACE: Dunedin Community Center
1920 Pinehurst Road, Dunedin, FL 34698

There will be a variety of vendors at the event. Enjoy free giveaways, raffle prizes, complimentary health screenings, and so much more!

All employees and their spouses are welcome to attend!

HAVE YOU HAD YOUR BIOMETRIC SCREENING?

Biometic Screenings will be available by Health and Wellness Professionals. This screening is only for those individuals who haven't already received a Biometric Screening since 10/1/2023 and are still in need of their annual Vitality biometric numbers for the current fiscal year. If you are unsure if you have had one for this year, contact Human Resources for clarification. Once you have completed your screening please do not upload your results as HWP will send the information directly to Vitality.

HRA/HSA funding pending Commission approval.

SCHEDULE YOUR APPOINTMENT TODAY!

https://appointments.solutionsforyourwellness.com/signup/cityofdunedin

catch the wave to WELLNESS

2024 OPEN ENROLLMENT!

November 9th through November 30th

Open Enrollment is the time of year that you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage or drop coverage. All new elections and changes made during Open Enrollment will be effective on January 1, 2024. Please attend an Open Enrollment informational session to learn more about your benefits.

WHAT'S HAPPENING?

- CHANGES to Medical Insurance
  - » Adding Teladoc for PCP, Dermatology and Mental Health Visits
  - » NO Rate Changes
- NO CHANGES to dental, vision, life or disability
- **NEW!** EAP is changing from New Directions to ESI
  - » Six face-to-face & unlimited telephonic visits
  - » Dedicated public safety phone line
- **NEW!** Flexible Spending Accounts (FSA) are changing from Health Equity to P&A Group
  - » Medical FSA includes option to rollover annual IRS limit amount

ENROLLMENT IS EASY!

Open Enrollment is online. The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Employees may:

- View all benefit elections and payroll deductions
- Make new elections, change, add or remove dependents
- View plan summaries and link to carrier websites
- Designate Life Insurance beneficiaries
- Enroll in Flexible Spending Accounts (FSA)

Scan Here!

All elections will be effective January 1, 2024

Enroll online November 9 – November 30

www.mybentek.com/cityofcapecoral

Cape Coral FLORIDA

THURSDAY NOVEMBER 9TH

In-Person at City Hall Council Chambers

8:00am - 9:30am

10:00am - 11:30am

1:00pm - 2:30pm

3:00pm - 4:30pm

THURSDAY NOVEMBER 16TH

Virtual Teams Meeting (Link available from HR Department)

10:00am - 11:30am

OPEN ENROLLMENT

SEPTEMBER 4TH - SEPTEMBER 15TH

The Pinellas Suncoast Fire & Rescue District Group Insurance Plan Year Begins October 1, 2023. Open Enrollment is the time when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2023-2024 plan year.

All new elections or changes made during Open Enrollment will be effective October 1, 2023.

Please be on the lookout for a virtual Open Enrollment presentation!

If you would like to make any changes or have any questions, please reach out to Kimberly Hampton at (727) 595-1117 ext. 100.

2023-2024

2023 2024

OPEN ENROLLMENT IS HERE!

Virtual Info Sessions Available!

Gehring Group, FL Blue and your other benefit providers will be presenting live on all your benefits for the 2023-2024 plan year. These sessions will be held through Microsoft Teams and are designed to help you prepare for Open Enrollment. Attendance is recommended for all full-time employees.

Please see schedule to the right for the educational sessions. Click on Join Teams Meeting from computer or mobile device to join; or join by phone.

To access Bentek using a mobile device, scan code.

DATE	TIME	MEETING PLATFORM
Tuesday August 8	10:00 a.m. – 11:30 a.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 569 813 571#
	7:00 p.m. – 8:30 p.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 466 251 00#
Thursday August 10	10:00 a.m. – 11:30 a.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 470 386 740#
	2:00 p.m. – 3:30 p.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 194 233 836#
Tuesday August 15	10:00 a.m. – 11:30 a.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 661 297 742#
	2:00 p.m. – 3:30 p.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 290 502 379
Thursday August 17	10:00 a.m. – 11:30 a.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 553 954 38#
	7:00 p.m. – 8:30 p.m.	Join Microsoft Teams meeting **Call in number:** +1 850-583-5114 **Conference ID:** 553 066 203#

2022-2023 OPEN ENROLLMENT

Pinellas County Sheriff's Office Group Insurance Plan Year Begins October 1, 2022.

Open Enrollment is the time of year when you can make changes to your benefits, add or drop dependents, change plans, enroll into coverage or drop coverage. All new elections and changes made during Open Enrollment will be effective on October 1, 2022.

Onsite informational meetings and assistance will be provided on the following dates and times.

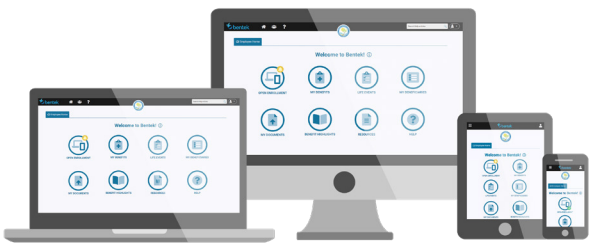
DATE	A/B (Shift)	LOCATION	TIME
7/12/2022	A	DDC/ASB	7 AM – 11 AM
		SAB	1 PM – 7 PM
7/13/2022	B	CPI	9 AM – 11 AM
		Narcotics	1 PM – 5 PM
7/14/2022	B	SAB	7 AM – 11 AM
		DDC/ASB	3 PM – 7 PM
7/15/2022	A	DDC/ASB	7 AM – 11 AM
		SAB	1 PM - 7 PM
7/19/2022	B	SAB	7 AM – 11 AM
		NDS	1 PM – 7 PM
7/20/2022	A	NDS	7 AM – 11 AM
		CPI	1 PM – 7 PM
7/21/2022	A	DDC/ASB	1 PM – 7 PM
7/22/2022	B	SAB	1 PM – 7 PM

ONLINE ENROLLMENT THROUGH BENTEK IS OPEN FROM JULY 11TH THROUGH JULY 24TH

Open Enrollment is online! Bentek is our internet-based benefits-enrollment system, allowing you to do the following 24 hours-a-day/7 days-a-week during the Open Enrollment period:

- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites

To access the site go to: www.mybentek.com/pcso



To access Bentek using a mobile device, scan code.

If you have trouble accessing Bentek, please contact the Bentek Support Line at: support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

All Open Enrollment elections must be submitted on Bentek between July 11th and July 24th, 2022.

HRA WELLNESS FUNDING

The City provides a Health Reimbursement Account (HRA) to employees who participate in the Cigna High Deductible Health Plan. HRA monies are not taxable and funded by the City and can be used for any qualified medical expenses such as copayments, deductibles and coinsurance for physician services, hospital services, prescription drugs, etc. The HRA monies provide tax-free funds to cover qualified out-of-pocket expenses incurred under the medical plan. Deadline to complete Health Assessments is September 30, 2023. A new hire's deadline is the 90th day following initial benefits eligibility.

HOW TO EARN YOUR ADDITIONAL FUNDS

To receive optional City HRA funding employee must complete the following steps:

STEP 1 Employee (and/or spouse if applicable) must complete lab testing (bloodwork) with the City's Health Center.

STEP 2 Upon Completion of the Lab testing the employee (and/or spouse if applicable) must meet with a Health Center provider. Once results are reviewed, please complete Cigna's online Health Assessment (HA) questionnaire.

STEP 3 The Health Assessment must be completed between March 1, 2023 and September 30, 2023. Sworn Police/Fire Fighters can use the bloodwork results completed during their annual physical between (October 1, 2021 through February 28, 2022) to complete their Health Assessment.

ARE YOU AN EMPLOYEE ONLY?

You need to complete the Health Assessment to earn your funds.

DO YOU HAVE A COVERED SPOUSE/SPOUSE AND CHILDREN ON YOUR PLAN?

Only your spouse needs to complete the Health Assessment to earn their additional portion of funds.

DO YOU ONLY HAVE CHILDREN ON THE PLAN (NO SPOUSE)?

Dependent children of any age do not need to complete their health assessment, you will automatically earn those funds.

Wellness HRA Incentive Values

Employee Only $400

Employee + 1 Dependent $600
($400 Employee, $200 (Spouse/DP)

Employee + Family $800
($400 Employee, $400 (Spouse/DP)

All employees will be defaulted into the Base HRA plan. All employees have the option of enrolling in the Buy-Up HRA plan.

Employee may rollover any unused funds year to year, up to a maximum of:

Employee Only $7,500

Employee + 1 Dependent $11,250

Employee + Family $15,000

CityFIT

WPB

WEST PALM BEACH

CLEARWATER

BRIGHT AND BEAUTIFUL · BAY TO BEACH

Thursday, September 22nd - Friday, October 14th

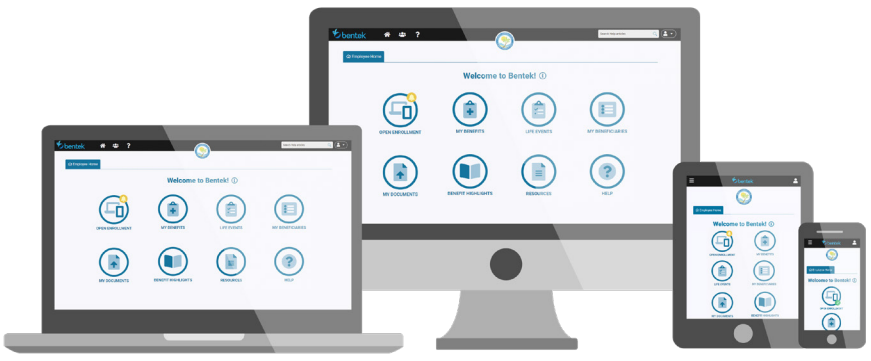
Open Enrollment is the time of year when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2023 plan year.

There are no carrier changes this year, but it is important that everyone logs into Bentek to review their benefits and make any plan changes. Reminder: If you are in the FSA plan, you must re-enroll each year.

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! Bentek is our internet-based benefits-enrollment system, allowing you to do the following 24 hours-a-day/7 days-a-week during the Open Enrollment period:

- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites
- Designate life insurance beneficiaries



To access the site go to: **www.mybentek.com/clearwater**

Bentek Site will be open from Thursday, September 22nd - Friday, October 14th at 5:00pm.

If you have trouble accessing Bentek, please contact the Bentek Support Line at: support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

Questions or concerns? Please contact Human Resources at (727) 562-4870

To access Bentek using a mobile device, scan code.

The Wellness Committee

INVITES YOU TO JOIN US FOR THE CITY OF OLDSMAR'S

2023 Employee Health and Wellness Fair!

There will be a variety of vendors at the event. Enjoy free giveaways, raffle prizes, complimentary health screenings, and so much more!

- Baycare will be offering screenings: Personal Health Assessments (fasting or non-fasting), skin cancer screening, hearing screening
- Chair Massage
- Body Composition Assessment
- Ergonomics
- Insurance Carriers: Cigna, FMPTF (401a/457b), Gehring Group, Unum LTD, Cigna EAP
- Farkas Chiropractic
- Florida Dept of Health - Tobacco Prevention Program
- Vein Institute of Pinellas
- Tampa General Hospital: Colorectal Cancer Screening Program and Sleep Apnea
- Moffitt Cancer Center

All employees and any dependents on the health plans are welcome to attend!

WHEN:	Wednesday, May 3rd, 2023
WHERE:	Cypress Forest Recreation Center 650 Pine Ave. North, Oldsmar, FL 34677
TIME:	9:00AM - 12:00PM

To sign up for your biometric screening, skin cancer screening or hearing test, using a mobile device, scan code or use the link below.

https://ha.healthawareservices.com/ra/survey/5097

OPEN ENROLLMENT 2023 -2024

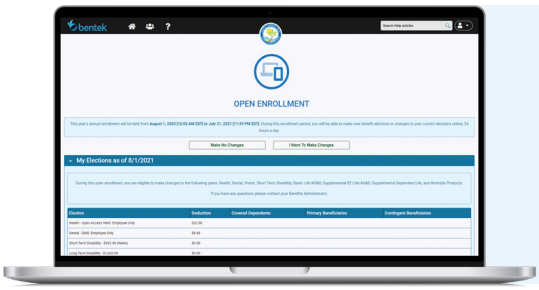
Open Enrollment is the time of year when you can make changes to your benefits; such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2023. The Open Enrollment period this year begins August 15th and ends on September 8th at 9:00pm.

Walton County will be hosting Open Enrollment Meetings and Bentek Enrollment Assistance for all employees on the schedule listed. Please attend to learn more about your benefits. Representatives from the Gehring Group will be available to answer your questions and assist with Bentek online enrollment.

INTRODUCING... ONLINE ENROLLMENT THROUGH BENTEK!

This year we are excited to announce a new online benefits enrollment system, Bentek! Available 24 hours a day, 7 days a week.

****IMPORTANT* All Employees must login to Bentek to enroll and confirm their benefits for the 2022-2023 plan year.***



EMPLOYEES MAY:

- ✓ View all benefit elections and payroll deductions
- ✓ View plan summaries
- ✓ Designate Life Insurance beneficiaries
- ✓ During open enrollment, employees may make new elections, change, add or remove dependents

To access the site, visit www.mybentek.com/waltonco

All employees MUST log on to Bentek during the Open Enrollment period (August 15th - September 8th) to verify coverage and update beneficiaries for the 2023-2024 Plan Year. Bentek Online Assistance will also be available during the dates and times listed.

To access Bentek using a mobile device, scan code.

OPEN ENROLLMENT MEETINGS & BENTEK ASSISTANCE

Meetings will be held each hour and laptops with onsite Bentek assistance will be available.

DATE	TIME	LOCATION
Tuesday, August 15th	8:00am - 3:00pm	South Walton Annex 31 Coastal Centre Blvd, Santa Rosa Beach
Wednesday, August 16th	8:00am - 3:00pm	DeFuniak Springs Court House 571 East Nelson Avenue, DeFuniak Springs, FL 32433
Thursday, August 17th	8:00am - 3:00pm	DeFuniak Springs Community Center 361 North 10th Street, DeFuniak Springs, FL 32433
Tuesday, August 29th	8:00am - 3:00pm	DeFuniak Springs Courthouse 571 East Nelson Avenue, DeFuniak Springs, FL 32433
Wednesday, August 30th	8:00am - 3:00pm	South Walton Annex 371 Coastal Centre Blvd, Santa Rosa Beach, FL
Thursday, August 31st	8:00am - 3:00pm	DFS Community Center 361 North 10th Street, DeFuniak Springs , Fl

Questions? Contact Jody at Human Resources at (850) 892-8586

We are here to **help you**

Do you have a question about your insurance benefits? Are you receiving bills from your provider and not understanding why?

Citrus County is working with the Gehring Group Team to provide you with a solution to your questions!

We are excited to announce that the Gehring Group has a team of claim specialists to assist you with your questions. We encourage you to email the Gehring Group at:

Email: citrus@gehringgroup.com
Toll Free: (800) 244-3696

Please include the following information with your email:

- First & Last Name
- Brief Description of your question
- Your contact information

For your privacy please **do not** include in your initial email:

- Social Security Number
- Date of Birth
- Member ID

A Gehring Group claim specialist will contact you via a secure email or telephone call to gather additional information that may be necessary to further assist you.

Our goal is to ensure that these items are resolved as quickly as possible.

FIT FOR DUTY

Did You Know?

All of the below are offered to you as part of the Sheriff's Office Wellness Initiatives!

October 1, 2022 through September 30, 2023

- **Premium Reduction: $32 (Employee only) or $64 (Employee + Spouse) per pay**
  - Completion of at least 3 preventive exams or screenings – Colonoscopy, Mammogram, Routine pap smear, Dental preventive visit, Routine eye or hearing exam, Prostate test, flu shot, well-woman, Biometric screening and/or Annual physical
  - All tracked through claims with the exception of vision exams which require an EOB to be submitted to Kari Legg in HR.
- **Gift Cards: Earn up to $200, www.aetna.com → 'Health & Wellness' Tab → 'Stay Healthy'**
  Completion of Aetna's online Health Assessment = $50
  - Completion of up to (3) Aetna online Journeys by enrolling in health coaching = $50 each
  - Completion of your annual skin screening = $50 (earned through claims)
  - Participation in any Balance Clinic, Postural Assessment and/or Financial or Educational classes offered through Human Resources = $25 each

Available year-round to all SCSO employees regardless of medical plan enrollment. Dependents 18+ must be enrolled in medical plan

- **Omada: Online coaching program focusing on Diabetes prevention, Diabetes, Hypertension and Musculoskeletal Health**
  - Complete your assessment to see if you qualify: https://go.omadahealth.com/sarasotasheriff
  - Personalized dashboard 24/7, access to a dedicated health coach and online community
  - Depending on program enrollment, may receive a digital smart scale, glucose meter and/or blood pressure monitor

Available to all SCSO employees & dependents age 18+ enrolled in the Aetna medical plan

- **Attain: Achieve your wellness goals and earn an Apple Watch or gift cards through your activity level (valued up to $300)!**
  - Download the Attain app, or text AttainApp to 37046 to get started (available for Apple or Android)!
  - Earn an Apple Watch or pair your own. Or, pair your Fitbit to your Android.

Available year-round to all employees

- Quarterly Challenges & Wellness Campaigns
- More information to come closer to each launch!

Sarasota County Sheriff's Office is committed to helping you achieve your best health. If you are unable to meet a standard to qualify for a reward of the wellness program because it is unreasonably difficult due to a medical condition, or it is medically inadvisable for you to attempt, please contact Human Resources and we will work with you (and your physician, if necessary) to develop a wellness program specific to your needs that will qualify for the reward.

Important Change to FSA, HSA and HRA* Eligible Expenses

The "Coronavirus Aid, Relief, and Economic Security Act" (the CARES Act) was signed and passed on March 27, 2020. One aspect of the Act repeals the rule enacted in the Affordable Care Act that prohibited over-the-counter medicines (i.e., non-prescribed) other than insulin from being "qualified medical expenses."

NEWLY DEFINED ELIGIBLE EXPENSES

Over the counter (OTC) drugs and medicines are now eligible for reimbursement from a Flexible Spending Account (FSA), Health Savings Account (HSA), or, if applicable* Health Reimbursement Account (HRA). Menstrual products are also now eligible for reimbursement. This is a permanent change.

HOW SOON CAN I USE MY DEBIT CARD ON THESE NEWLY ADDED ELIGIBLE EXPENSES?

Retailers systems may not recognize this newly passed legislation or instantaneously accept an FSA debit card. Cards issued by FSA administrators are controlled by various systems to confirm the cards are only used for eligible expenses. Retailers such as CVS, Walgreens, Wal-Mart, Publix, as well as smaller stores use IIAS (Inventory Information Approval Systems) Merchant Certification along with their own inventory and point-of-sale systems to verify that the merchandise being purchased with a FSA card is an eligible medical expense.

The ability to use an FSA card for these newly defined OTC items at all retailers may not come online at the same time. The larger retailers will likely come on first, and the smaller ones may not be "live" for months.

***Please Note:** HRA monies are funded by your employer. Some funding arrangements may only allow monies to be used for expenses, such as copayments, deductibles, and coinsurance. Please contact HRA administrator for more details.*

Questions About Eligible Expenses?

If issues arise with using your debit card for newly allowable expenses, you may:

1. Check with larger retailers first as it is expected their systems will recognize the newly allowable expenses sooner.
2. Pay at "point of sale" and submit documentation for reimbursement to your FSA administrator. For additional information on your FSA administrator and contact information please refer to your Employee Benefit Highlights booklet or contact:

Chard Snyder | Customer Service: (800) 982-7715; (833) 212-1988 | www.chard-snyder.com

Exhibit C
Sample Reports & Work Product

Gehring Group
Analytics
Sample Work

Palm Beach Gardens, Florida 33410
(561) 626-6797

(800) 244-3696 / (561) 626-6970 – Fax

www.gehringgroup.com

City of Example
Medical RFP Evaluation
Effective Date: October 1, 20XX

Sample Plan Comparison

RISK strategies | GEHRING GROUP — A RISK STRATEGIES COMPANY

			Current						Option #1				
Schedule of Benefits			**Plan 1**		**Plan**		**Plan**		**Plan 1**		**Plan**		**Plan**
Deductible (DED)			***In Network***	***Out of Network***	***In Network***	***Out of Network***	***In Network***	***Out of Network***	***In Network***	***Out of Network***	***In Network***	***Out of Network***	***In Network Only***
Individual Deductible			$1,000	$1,000	$1,500	$3,000	$2,000	$6,000	$1,000	$1,000	**$1,350**	**$2,500**	**$2,500**
Family Deductible			$3,000	$3,000	$3,000	$6,000	N/A*	N/A*	**$2,000**	**$2,000**	**$2,700**	**$5,000**	$5,000
Out of Pocket Maximum													
Single			$3,000	$5,000	$1,500	$6,000	$6,350	$12,800	**$4,000**	**$6,000**	**$3,750**	**$7,500**	**$6,000**
Family			$6,000	$10,000	$3,000	$12,000	$12,700	$25,600	**$8,000**	**$12,000**	**$7,500**	**$15,000**	**$12,000**
Member Coinsurance			20%	40%	0%	20%	50%	50%	20%	**30%**	**10%**	**30%**	**20%**
Non-Hospital Services													
Physician Office Visit Copay			$20	40% after DED	DED	20% after DED	$35	50% after DED	**$25**	**30% after DED**	10% after DED	**30% after DED**	**$20**
Specialist Office Visit Copay			$35	40% after DED	DED	20% after DED	$75	50% after DED	**$50**	**30% after DED**	10% after DED	**30% after DED**	**$40/$80**
Preventive Services			No charge	40%	No Charge	20%	No Charge	50%	No Charge	**Not Available**	No Charge	**Not Covered**	No Charge
Independent Clinical Lab			No charge	40% after DED	DED	20% after DED	No Charge	50% after DED	No Charge	**30% after DED**	10% after DED	**30% after DED**	**20% after Ded**
Advanced Imaging (MRI, PET, CT)			$100	40% after DED	DED	20% after DED	$200	50% after DED	20% after DED	**30% after DED**	10% after DED	**30% after DED**	**20% after DED**
Urgent Care Center			$35	$35	DED	DED	$75	$75	$35	**30% after DED**	10% after DED	**30% after DED**	**$80**
Hospital Services													
Inpatient Hospital Services			$750	40% after DED	DED	20% after DED	$2,000	50% after DED	20% after DED	**30% after DED**	10% after DED	**30% after DED**	20% after DED
Outpatient Hospital Services			$200	40% after DED	DED	20% after DED	$300	50% after DED	20% after DED	**30% after DED**	10% after DED	**30% after DED**	**20% after DED**
Physician Services at Hospital			20% after DED	20% after DED	DED	INN DED	50% after DED	50% after INN DED	20% after DED	**30% after DED**	10% after DED	**30% after DED**	20% after DED
Emergency Room (Per Visit)			$100	$100	DED	DED	50% after DED	50% after INN DED	**$200**	**$200**	10% after DED	**10% after INN DED**	**$250**
Mental Health/Substance Abuse Hospital													
Inpatient Services			$750	40% after DED	DED	20% after DED	$2,000	50%	20% after DED	**30% after DED**	10% after DED	**30% after DED**	20% after DED
Outpatient Services			$35	40% after DED	DED	20% after DED	$300	50%	**$25**	**30% after DED**	10% after DED	**30% after DED**	**$20**
Prescription Drugs													Rx Drug DED: $100/$200
Generic Drugs			$10	50%	DED	INN DED + Difference b/w INN cost and OON cost	$10	50%	$10	INN Copays + Difference b/w INN cost and OON cost	**$10**	Difference b/w INN cost and OON cost	$10 after DED
Formulary Drugs			$25		DED		$60		**$35**		**$35**		$35 after DED
Non-Formulary Drugs			$60		DED		$100		$60		**$60**		$60 after DED
Mail Order - 90 day supply			2x		DED		3x		**2.5x**		**2.5x**		**2.5x**
Rates	**Enrollment****												
Employee Only	225	2 0	$616.67		$640.81		$518.10		$575.00		$571.00		$521.18
Employee + Spouse	20	0 0	$1,033.85		$1,074.33		$868.57		$913.77		$919.04		$833.71
Employee + Child(ren)	13	0 0	$981.67		$1,020.13		$824.76		$856.77		$862.03		$782.21
Employee + Family	11	0 0	$1,294.59		$1,345.32		$1,087.66		$1,141.78		$1,075.00		$1,042.36
Monthly Premium	**269**	**2 0**	**$186,430**		**$1,282**		**$0**		**$171,348**		**$1,142**		**$0**
Annual Premium			**$2,237,159**		**$15,379**		**$0**		**$2,056,176**		**$13,704**		**$0**
$ Increase/(Decrease)			**N/A**		**N/A**		**N/A**		**-$180,984**		**-$1,675**		**$0**
% Increase/(Decrease)			**N/A**		**N/A**		**N/A**		**-8.1%**		**-10.9%**		**0.0%**

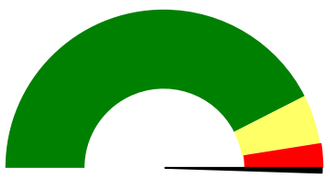
Total Monthly Premium	**271**	**$187,712**	**$172,490**
Total Annual Premium		**$2,252,539**	**$2,069,880**
$ Increase/(Decrease)		**N/A**	**-$182,659**
% Increase/(Decrease)		**N/A**	**-8.1%**

*Family contract members enrolled in the 05901 plan must satisfy a Per Person deductible of $2,000 in network and $6,000 out of network.

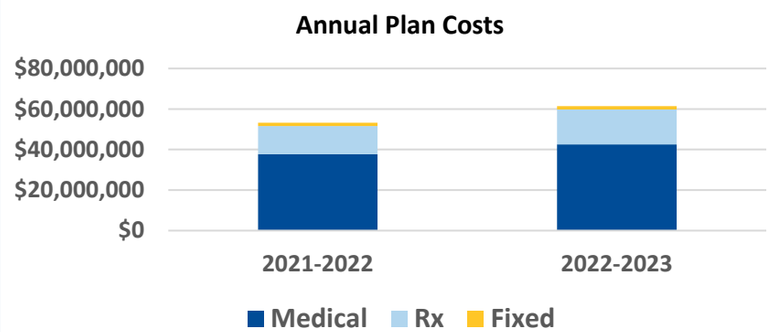
Sample Client
Medical Claims Experience Report - Self-Insured
Paid Basis: October 1, 2022 to September 30, 2023

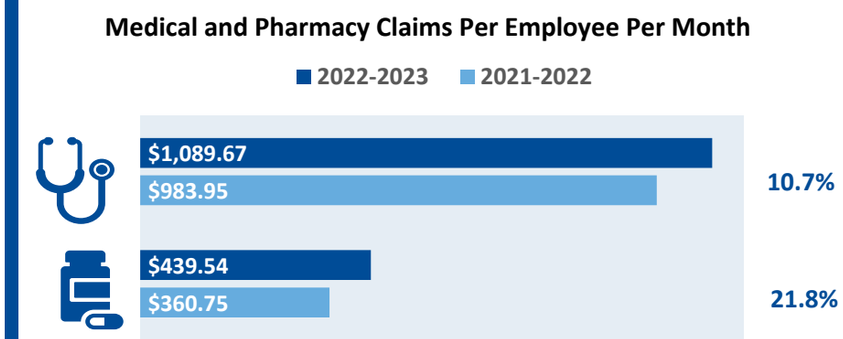
2022-2023 Total Plan	Total Funding	Medical Claims	Pharmacy Claims	Total Medical & Rx Claims	Medical Admin Fee	Total Plan Cost	Reserve Accumulation	EE	EE+F	Total	Member	Claims PEPM
October-22	$ 4,225,607	$ 3,232,911	$ 1,223,779	$ 4,456,690	$ 138,383	$ 4,595,073	$ (369,466)	1,265	1,969	3,234	7,739	$ 1,378.07
November-22	$ 4,235,765	$ 3,432,756	$ 1,299,230	$ 4,731,986	$ 138,725	$ 4,870,711	$ (634,946)	1,268	1,974	3,242	7,751	$ 1,459.59
December-22	$ 4,245,487	$ 3,036,250	$ 1,432,202	$ 4,468,452	$ 139,153	$ 4,607,605	$ (362,118)	1,277	1,975	3,252	7,749	$ 1,374.06
January-23	$ 4,265,216	$ 2,916,198	$ 1,238,368	$ 4,154,566	$ 139,752	$ 4,294,318	$ (29,102)	1,279	1,987	3,266	7,783	$ 1,272.07
February-23	$ 4,268,435	$ 3,869,018	$ 1,267,817	$ 5,136,835	$ 139,966	$ 5,276,801	$ (1,008,366)	1,284	1,987	3,271	7,786	$ 1,570.42
March-23	$ 4,255,732	$ 2,939,315	$ 1,516,242	$ 4,455,557	$ 139,453	$ 4,595,010	$ (339,278)	1,275	1,984	3,259	7,768	$ 1,367.15
April-23	$ 4,267,486	$ 4,362,918	$ 1,392,871	$ 5,755,789	$ 140,009	$ 5,895,798	$ (1,628,312)	1,289	1,983	3,272	7,776	$ 1,759.10
May-23	$ 4,268,076	$ 3,791,413	$ 1,524,546	$ 5,315,959	$ 140,180	$ 5,456,139	$ (1,188,063)	1,297	1,979	3,276	7,778	$ 1,622.70
June-23	$ 4,258,913	$ 2,541,868	$ 1,623,390	$ 4,165,258	$ 139,881	$ 4,305,139	$ (46,226)	1,294	1,975	3,269	7,760	$ 1,274.17
July-23	$ 4,279,141	$ 4,424,297	$ 1,472,802	$ 5,897,099	$ 140,736	$ 6,037,835	$ (1,758,694)	1,311	1,978	3,289	7,798	$ 1,792.98
August-23	$ 4,204,984	$ 4,005,693	$ 1,693,488	$ 5,699,181	$ 137,955	$ 5,837,136	$ (1,632,152)	1,269	1,955	3,224	7,673	$ 1,767.74
September-23	$ 4,196,809	$ 4,022,777	$ 1,489,139	$ 5,511,916	$ 137,698	$ 5,649,614	$ (1,452,805)	1,267	1,951	3,218	7,671	$ 1,712.84
Wellness Surcharge	$ 463,210											
Pharmacy Rebates							$ 3,195,948					
Total	$ 51,434,861	$ 42,575,414	$ 17,173,874	$ 59,749,288	$ 1,671,891	$ 61,421,179	$ (6,790,370)	15,375	23,697	39,072	93,032	$ 1,529.21

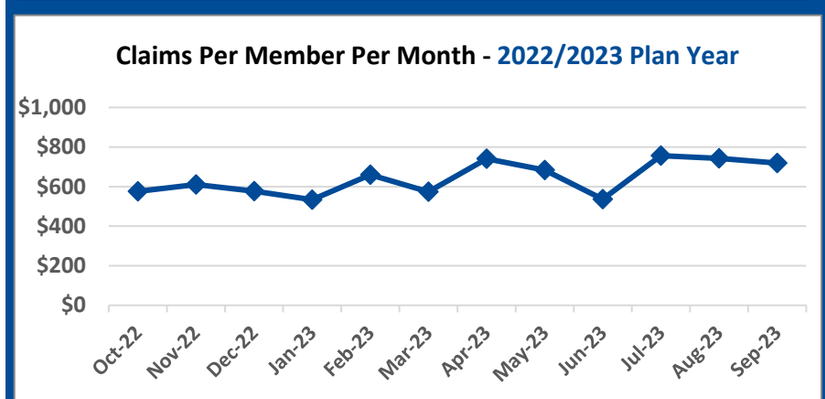
Amounts listed on this report may vary from HCSO's financials and are subject to change

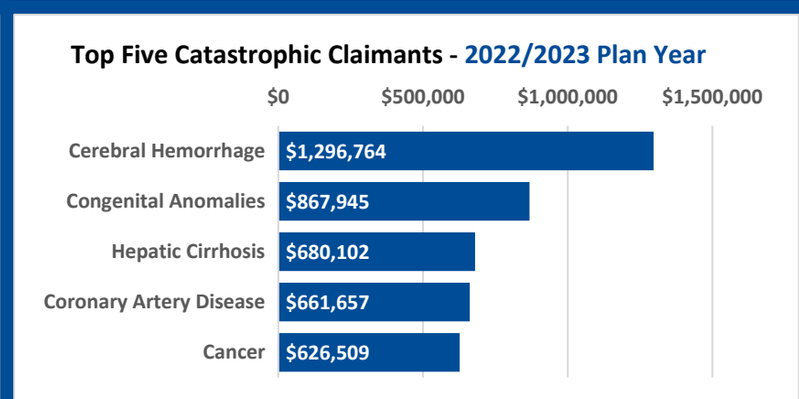


119%
Plan Expenses vs. Plan Funding









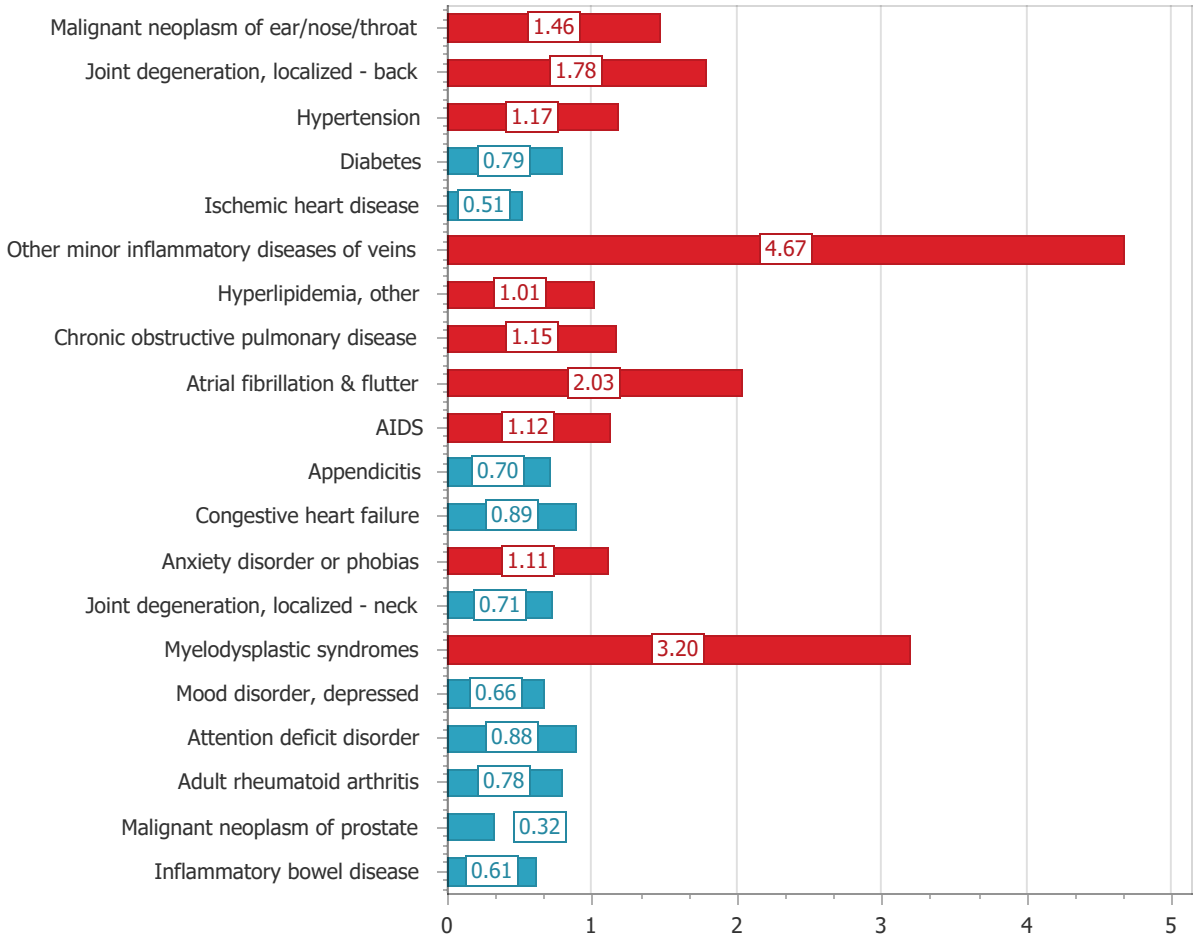
Medical/Rx Claims PEPM Trend 2022-23 vs. 2021-22 Plan Year	13.7% Increase
Pharmacy Rebates	$3,195,948
Average Enrollment 2022-23 vs. 2021-22 Plan Year	1.8% Increase
Plan Year Financial Performance (includes Pharmacy Rebates)	$6,790,370 Deficit

City of Example
High Cost Claimant Summary - Monitoring Claims over $100,000
Tiered Stop Loss Deductible - $250,000/$350,000 (50% Cost Share)
Claims Paid January 1, 2020 through December 31, 2020

Claimant #	Relationship	Jan-20	Jan-Feb-20	Jan-Mar-20	Jan-Apr-20	Jan-May-20	Jan-Jun-20	Jan-Jul-20	Jan-Aug-20	Jan-Sep-20	Jan-Oct-20	Jan-Nov-20	Jan-Dec-20	Increase (Prior Month)
1	EMPLOYEE	$ -	$ 147,838	$ 150,927	$ 152,004	$ 152,073	$ 152,091	$ 152,573	$ 152,901	$ 152,974	$ 154,380	$ 154,702	$ 154,792	$ 90
2	CHILD	$ -	$ 108,356	$ 109,041	$ 109,324	$ 109,719	$ 109,856	$ 109,867	$ 109,948	$ 110,023	$ 110,023	$ 110,023	$ 110,023	$ -
3	SPOUSE	$ -	$ 102,642	$ 208,254	$ 232,743	$ 241,080	$ 247,242	**$ 251,263**	**$ 261,263**	**$ 298,685**	**$ 320,746**	**$ 340,173**	**$ 414,729**	$ 74,557
4	CHILD	$ -	$ 118,866	$ 118,494	$ 133,894	$ 249,661	**$ 263,558**	**$ 276,719**	**$ 282,692**	**$ 300,135**	**$ 322,381**	**$ 334,684**	**$ 372,884**	$ 38,200
5	EMPLOYEE	$ -	$ -	$ 125,636	$ 125,774	$ 130,520	$ 132,583	$ 133,631	$ 135,323	$ 137,297	$ 140,251	$ 140,969	$ 142,859	$ 1,890
6	EMPLOYEE	$ -	$ -	$ -	$ 107,959	$ 119,924	$ 199,082	$ 204,366	$ 208,432	$ 213,005	$ 213,060	$ 217,929	$ 219,029	$ 1,100
7	CHILD	$ -	$ -	$ -	$ -	$ 103,204	$ 117,262	$ 134,473	$ 156,525	$ 197,049	$ 217,332	$ 237,948	**$ 255,813**	$ 17,865
8	SPOUSE	$ -	$ -	$ -	$ -	$ 101,782	$ 107,444	$ 120,567	$ 126,860	$ 133,190	$ 150,915	$ 156,258	$ 165,767	$ 9,509
9	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ 100,528	$ 100,779	$ 100,779	$ 100,989	$ 104,810	$ 104,810	$ 105,587	$ 777
10	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ 144,178	$ 197,464	$ 218,161	**$ 263,987**	**$ 303,523**	**$ 359,792**	**$ 383,223**	$ 23,431
11	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ 141,002	$ 154,136	$ 157,757	$ 157,921	$ 158,372	$ 161,491	$ 3,119
12	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,943	$ 118,764	$ 132,201	$ 136,294	$ 155,878	$ 192,219	$ 36,341
13	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 115,742	$ 126,728	$ 212,709	**$ 258,310**	**$ 260,404**	$ 2,094
14	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,858	$ 128,949	$ 133,081	$ 133,081	$ 136,042	$ 2,961
15	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 124,909	$ 173,710	$ 173,710	$ 222,406	$ 246,902	$ 24,497
16	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 157,296	$ 157,975	$ 160,254	$ 160,780	$ 526
17	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 129,971	$ 137,268	$ 143,913	$ 162,343	$ 18,430
18	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,228	$ 115,801	$ 127,374	$ 138,947	$ 11,573
19	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 115,066	$ 119,177	$ 124,768	$ 5,591
20	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105,951	$ 106,980	$ 131,510	$ 24,531
21	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,150	$ 107,859	$ 709
22	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 101,095	$ 119,217	$ 18,123
23	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,546	$ 107,546
24	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,138	$ 102,138
25	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 119,659	$ 119,659
26	CHILD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,463	$ 104,463
27	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,392	$ 121,392
Monthly Total		**$ -**	**$ 477,703**	**$ 712,351**	**$ 861,698**	**$ 1,207,963**	**$ 1,573,825**	**$ 1,925,647**	**$ 2,380,293**	**$ 3,018,174**	**$ 3,483,196**	**$ 3,951,276**	**$ 4,822,386**	**$ 871,110**
Estimated Stop Loss		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,779**	**$ 13,991**	**$ 21,977**	**$ 56,403**	**$ 98,325**	**$ 151,375**	**$ 278,944**	

Paid Claims totals are shown cumulative from January, 2020. Note: This report contains Proprietary and Confidential Information.
Actual Stop Loss Reimbursements may slightly vary from estimated amounts shown.

Top 20 Conditions: Benchmark Comparison

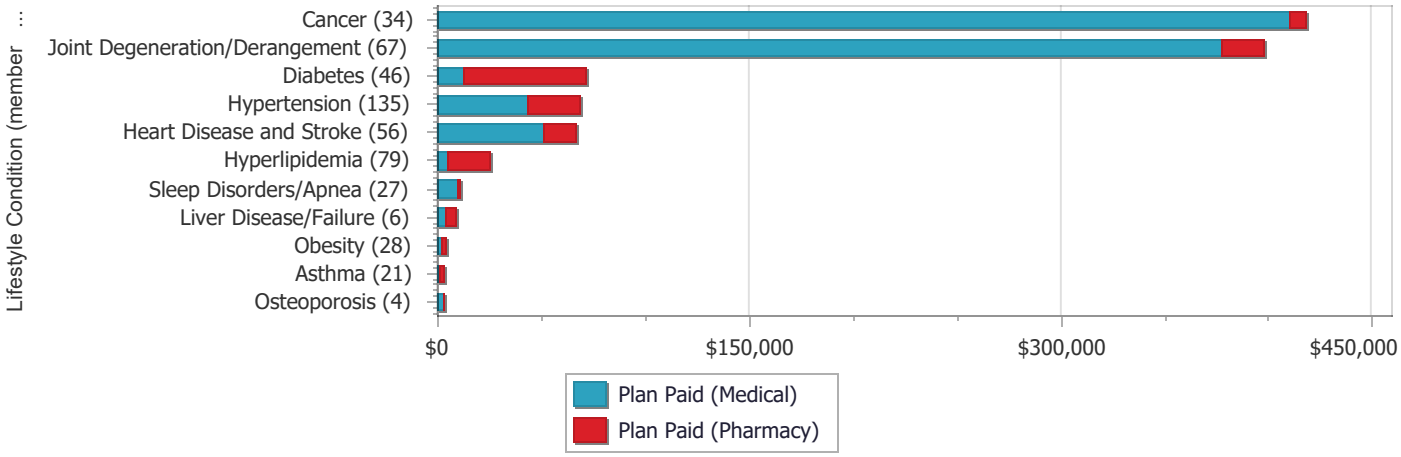


EPISODE	# CLAIMANTS	TOTAL PAID	BENCHMARK SCALE (1 = NORM)	$ OVER OR UNDER ($0 = NORM)
Malignant neoplasm of ear/nose/throat	2	$124,155.24	1.46	$39,322.18
Joint degeneration, localized - back	24	$108,194.73	1.78	$47,561.99
Hypertension	125	$98,969.96	1.17	$14,362.72
Diabetes	30	$81,787.77	0.79	($22,144.53)
Ischemic heart disease	30	$54,851.24	0.51	($52,529.86)
Other minor inflammatory diseases of veins	1	$34,248.47	4.67	$26,915.11
Hyperlipidemia, other	68	$33,010.79	1.01	$217.79
Chronic obstructive pulmonary disease	12	$28,997.34	1.15	$3,853.79
Atrial fibrillation & flutter	10	$28,239.77	2.03	$14,356.36
AIDS	1	$24,737.57	1.12	$2,720.83
Appendicitis	2	$23,226.21	0.70	($9,740.69)
Congestive heart failure	10	$23,122.82	0.89	($2,845.58)
		$1,189,664.72	0.87	($271,810.00)

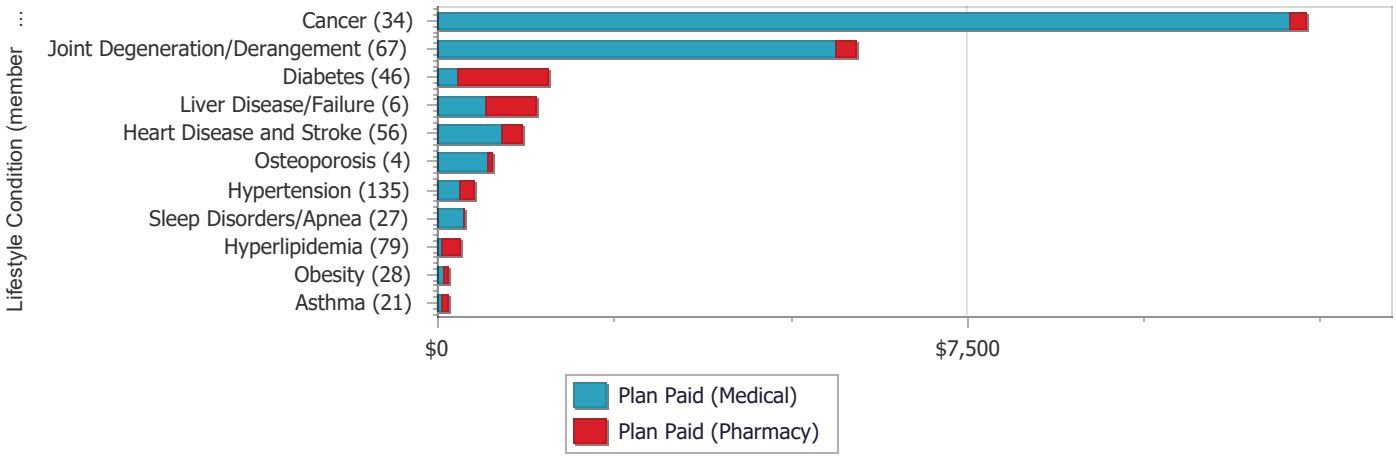
Paid: 10/1/2020 to 5/31/2021

Lifestyle Conditions

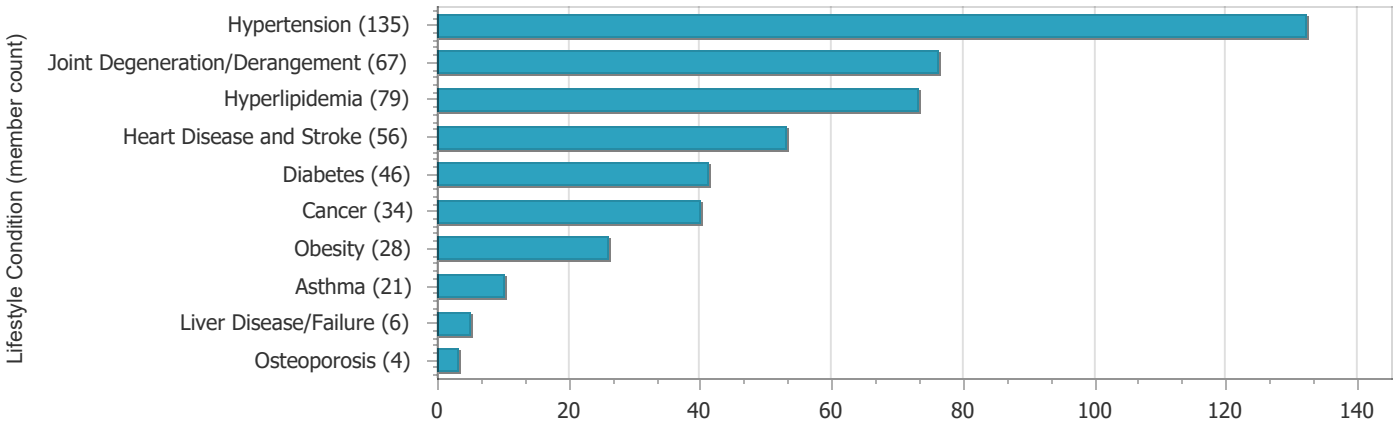
Lifestyle Conditions by Total Paid



Lifestyle Conditions by Average Plan Paid Per Member



Lifestyle Lifestyle Conditions by Prevalence*



*prevalence(n): the total number of episodes of care in a given population.

Paid: 10/1/2020 to 5/31/2021

High Cost Claimant

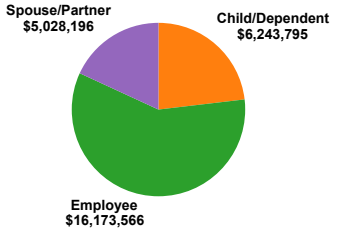
Filters:	Show Only Claimants	Demographic Type	Group Code	Plan Code	Cohort Selection
	Over $100,000	Relationship	All	All	None

SAMPLE CITY - 1,600 Employees

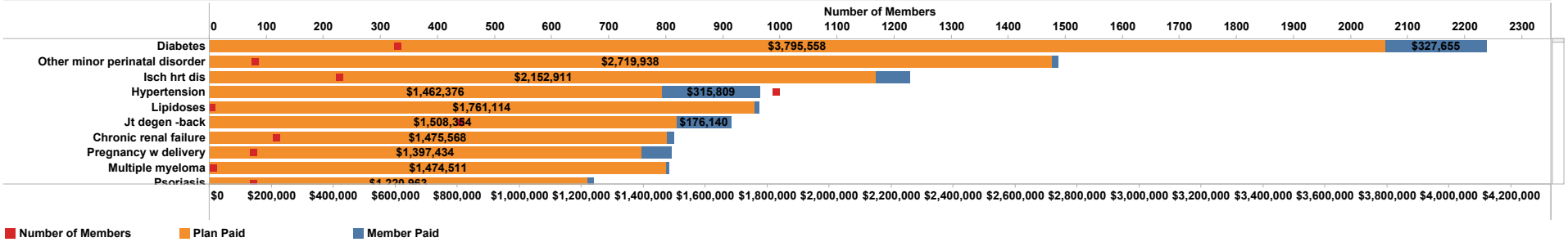
High Cost Member List - *(Only Members Over $100,000) (Red = No Longer Enrolled)*

Member	Gender	Relationshiptype	Currently Enrolled?	Age	Plan Paid	Member Paid	Retrospective Risk	Prospective Risk	Actuarial Risk
Member 1	M	Employee	Yes	54	$1,002,658	$8,640	25	25	25
Member 2	M	Child/Dependent	Yes	0	$960,015	$2,586	25	25	25
Member 3	M	*	No	2	$944,009	$3,800	25	24	23
Member 4	F	Child/Dependent	No	16	$935,639	$7,574	20	20	20
Member 5	F	Child/Dependent	No	18	$843,494	$7,662	20	21	21
Member 6	F	Child/Dependent	No	0	$813,102	$2,500	25	24	24
Member 7	M	Spouse/Partner	Yes	59	$666,604	$5,542	25	25	25
Member 8	M	Employee	Yes	49	$642,602	$3,972	25	24	24
Member 9	M	Employee	Yes	58	$563,855	$11,451	25	24	24
Member 10	F	Employee	No	62	$432,861	$5,712	25	25	25
Member 11	F	Employee	Yes	60	$423,614	$3,251	23	23	22
Member 12	M	Child/Dependent	Yes	20	$378,902	$4,839	21	21	20
Member 13	M	Employee	Yes	43	$376,599	$10,987	25	25	25
Member 14	F	Employee	Yes	57	$340,618	$8,984	22	22	22
Member 15	M	Employee	Yes	69	$323,166	$3,844	19	21	21
Member 16	M	*	No	53	$315,242	$6,591	24	24	24
Member 17	M	Spouse/Partner	Yes	65	$304,930	$6,016	25	25	25

Total Cost by Relationship - *(Only Members Over $100,000)*



Conditions



Number of Members Plan Paid Member Paid

Incurred Filter On/Off	Incurred Start Date	Incurred End Date	Paid Filter On/Off	Paid Start Date	Paid End Date
On	Jan, 2016	Jan, 2020	Off	Jan, 2016	Mar, 2020

Powered By RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

SAMPLE SELF INSURED CLAIMS EXPERIENCE REPORT

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Medical Claims Experience
Report January 1, 20XX - Current

PLAN TOTAL COMBINED	Monthly Funding	In-Network	Out-of-Network	Capitation	Pharmacy	Total Claims	Cigna ASO Payment	Individual Stop Loss Premium	Aggregate Stop Loss Premium	Total Plan Cost	Surplus/ (Deficit)	Loss Ratio	EE	EE+1	EE+F	Total	Claims/EE/ Month
January-XX	**$ 389,889**	$ 353,092	$ 426	$ 13,736	$ 22,352	$ 389,607	$ 22,641	$ 68,602	$ 3,903	$ 484,753	$ (94,864)	99.9%	126	78	136	**340**	$ 1,145.90
February-XX	**$ 389,758**	$ 207,696	$ (1,086)	$ 14,590	$ 40,825	$ 262,025	$ 22,575	$ 68,400	$ 3,892	$ 356,892	$ 32,866	67.2%	126	75	138	**339**	$ 772.94
March-XX	**$ 390,456**	$ 322,718	$ 1,460	$ 14,535	$ 57,956	$ 396,669	$ 22,641	$ 68,602	$ 3,903	$ 491,814	$ (101,358)	101.6%	127	75	138	**340**	$ 1,166.67
April-XX	**$ 386,941**	$ 184,200	$ 2,468	$ 14,644	$ 79,638	$ 280,950	$ 22,441	$ 67,996	$ 3,869	$ 375,256	$ 11,686	72.6%	126	74	137	**337**	$ 833.68
May-XX	**$ 385,266**	$ 248,362	$ 635	$ 14,464	$ 81,035	$ 344,497	$ 22,441	$ 67,996	$ 3,869	$ 438,802	$ (53,536)	89.4%	127	75	135	**337**	$ 1,022.24
June-XX	**$ 390,629**	$ 294,583	$ 1,378	$ 14,742	$ 84,306	$ 395,010	$ 22,705	$ 68,804	$ 3,915	$ 490,434	$ (99,805)	101.1%	126	80	135	**341**	$ 1,158.39
July-XX	**$ 385,612**	$ 173,423	$ 1,245	$ 14,650	$ 90,287	$ 279,604	$ 22,572	$ 68,400	$ 3,892	$ 374,468	$ 11,144	72.5%	127	81	131	**339**	$ 824.79
August-XX	**$ 388,991**	$ 293,427	$ 386	$ 14,292	$ 92,804	$ 400,909	$ 22,772	$ 69,005	$ 3,926	$ 496,612	$ (107,621)	103.1%	129	80	133	**342**	$ 1,172.25
September-XX	**$ 386,752**	$ 176,929	$ (230)	$ 15,291	$ 95,748	$ 287,738	$ 22,639	$ 68,602	$ 3,903	$ 382,881	$ 3,871	74.4%	128	80	132	**340**	$ 846.29
October-XX	**$ 383,810**	$ 290,123	$ 44	$ 15,454	$ 101,483	$ 407,103	$ 22,506	$ 68,198	$ 3,880	$ 501,688	$ (117,878)	106.1%	127	81	130	**338**	$ 1,204.45
November-XX	**$ 388,284**	$ 398,281	$ 695	$ 19,605	$ 81,620	$ 500,202	$ 22,840	$ 69,207	$ 3,938	$ 596,186	$ (207,902)	128.8%	130	82	131	**343**	$ 1,458.31
December-XX	**$ 388,284**	$ 326,466	$ 427	$ 14,483	$ 106,719	$ 448,095	$ 22,840	$ 69,207	$ 3,938	$ 544,080	$ (155,795)	115.4%	130	82	131	**343**	$ 1,306.40
20XX Plan Year	**$ 4,654,674**	**$ 3,269,300**	**$ 7,847**	**$ 180,487**	**$ 934,775**	**$ 4,392,409**	**$ 271,612**	**$ 823,020**	**$ 46,827**	**$ 5,533,867**	**$ (879,193)**	**94.4%**	**1,529**	**943**	**1,607**	**4,079**	**$ 1,076.83**

**Actual claims only include claims up to the Stop Loss limit*

Sample County
Claims Experience Report - Florida Blue
2018 - 2019 Plan Year

SAMPLE MINIMUM PREMIUM CLAIMS EXPERIENCE

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Base BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 311,533	$ 80,763	$ 55,012	$ 8,844	$ 42,491	**$ 187,110**	$ 25,620	$ 31,721	$ 244,451	**$ 67,082**	412	76	**488**	$ 383.42
November-18	$ 313,742	$ 56,448	$ 59,599	$ 6,362	$ 44,471	**$ 166,880**	$ 25,778	$ 31,956	$ 224,613	**$ 89,129**	414	77	**491**	$ 339.88
December-18	$ 318,713	$ 37,347	$ 40,577	$ 9,547	$ 31,521	**$ 118,993**	$ 26,198	$ 32,457	$ 177,648	**$ 141,065**	421	78	**499**	$ 238.46
January-19	$ 318,161	$ 23,946	$ 23,108	$ 6,992	$ 50,678	**$ 104,725**	$ 26,198	$ 32,384	$ 163,306	**$ 154,855**	422	77	**499**	$ 209.87
February-19	$ 317,056	$ 20,707	$ 12,321	$ 6,501	$ 37,513	**$ 77,042**	$ 26,093	$ 32,277	$ 135,411	**$ 181,645**	420	77	**497**	$ 155.01
March-19	$ 314,294	$ 26,065	$ 12,924	$ 9,019	$ 34,506	**$ 82,514**	$ 25,830	$ 32,009	$ 140,353	**$ 173,941**	415	77	**492**	$ 167.71
April-19	$ 317,056	$ 21,394	$ 14,910	$ 6,951	$ 35,040	**$ 78,295**	$ 25,988	$ 32,317	$ 136,599	**$ 180,457**	416	79	**495**	$ 158.17
May-19	$ 319,818	$ 49,349	$ 19,849	$ 8,573	$ 53,250	**$ 131,021**	$ 26,145	$ 32,625	$ 189,791	**$ 130,027**	417	81	**498**	$ 263.09
June-19	$ 320,370	$ 139,732	$ 34,314	$ 7,995	$ 22,039	**$ 204,080**	$ 26,198	$ 32,679	$ 262,956	**$ 57,415**	418	81	**499**	$ 408.98
July-19	$ 317,609	$ 76,403	$ 41,630	$ 13,137	$ 41,740	**$ 172,910**	$ 25,988	$ 32,391	$ 231,289	**$ 86,320**	415	80	**495**	$ 349.31
August-19	$ 318,713	$ 33,115	$ 27,590	$ 17,176	$ 38,625	**$ 116,506**	$ 26,093	$ 32,498	$ 175,097	**$ 143,617**	417	80	**497**	$ 234.42
September-19	$ 321,475	$ 113,681	$ 40,507	$ 13,976	$ 29,798	**$ 197,962**	$ 26,355	$ 32,765	$ 257,083	**$ 64,392**	422	80	**502**	$ 394.35
2018-2019	**$ 3,808,541**	**$ 678,950**	**$ 382,343**	**$ 115,073**	**$ 461,672**	**$ 1,638,038**	**$ 312,480**	**$ 388,078**	**$ 2,338,596**	**$ 1,469,945**	**5,009**	**943**	**5,952**	**$ 275.21**
Single	$ 552.36						$ 52.50	$ 53.52						
Family	$ 1,104.74						$ 52.50	$ 127.25						

Buy-Up BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 176,817	$ 132,764	$ 29,524	$ 21,769	$ 47,223	**$ 231,279**	$ 12,495	$ 16,645	$ 260,420	**$ (83,602)**	185	53	**238**	$ 971.76
November-18	$ 175,602	$ 90,696	$ 26,973	$ 14,685	$ 46,310	**$ 178,665**	$ 12,443	$ 16,518	$ 207,625	**$ (32,023)**	185	52	**237**	$ 753.86
December-18	$ 175,602	$ 78,279	$ 82,439	$ 8,413	$ 48,595	**$ 217,726**	$ 12,443	$ 16,518	$ 246,686	**$ (71,084)**	185	52	**237**	$ 918.67
January-19	$ 172,564	$ 127,769	$ 33,637	$ 6,426	$ 51,410	**$ 219,242**	$ 12,338	$ 16,190	$ 247,769	**$ (75,205)**	186	49	**235**	$ 932.94
February-19	$ 173,172	$ 27,352	$ 21,495	$ 8,311	$ 45,347	**$ 102,504**	$ 12,443	$ 16,223	$ 131,170	**$ 42,002**	189	48	**237**	$ 432.51
March-19	$ 174,387	$ 124,865	$ 26,370	$ 4,955	$ 34,054	**$ 190,245**	$ 12,495	$ 16,351	$ 219,090	**$ (44,703)**	189	49	**238**	$ 799.35
April-19	$ 177,425	$ 156,462	$ 25,251	$ 3,768	$ 45,920	**$ 231,401**	$ 12,705	$ 16,638	$ 260,744	**$ (83,319)**	192	50	**242**	$ 956.20
May-19	$ 179,856	$ 55,741	$ 29,622	$ 7,399	$ 49,419	**$ 142,181**	$ 12,810	$ 16,893	$ 171,884	**$ 7,972**	192	52	**244**	$ 582.71
June-19	$ 181,678	$ 81,324	$ 66,402	$ 9,477	$ 38,247	**$ 195,450**	$ 12,915	$ 17,074	$ 225,439	**$ (43,760)**	193	53	**246**	$ 794.51
July-19	$ 178,640	$ 80,555	$ 44,881	$ 15,015	$ 34,602	**$ 175,054**	$ 12,653	$ 16,806	$ 204,513	**$ (25,872)**	188	53	**241**	$ 726.37
August-19	$ 179,248	$ 57,458	$ 36,680	$ 15,322	$ 35,000	**$ 144,460**	$ 12,653	$ 16,880	$ 173,992	**$ 5,256**	187	54	**241**	$ 599.42
September-19	$ 178,033	$ 57,699	$ 18,870	$ 8,477	$ 32,425	**$ 117,471**	$ 12,548	$ 16,773	$ 146,791	**$ 31,242**	185	54	**239**	$ 491.51
2018-2019	**$ 2,123,024**	**$ 1,070,965**	**$ 442,142**	**$ 124,018**	**$ 508,552**	**$ 2,145,677**	**$ 150,938**	**$ 199,509**	**$ 2,496,124**	**$ (373,099)**	**2,256**	**619**	**2,875**	**$ 746.32**
Single	$ 607.62						$ 52.50	$ 53.52						
Family	$ 1,215.24						$ 52.50	$ 127.25						

TOTAL	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 488,350	$ 213,527	$ 84,536	$ 30,613	$ 89,714	**$ 418,389**	$ 38,115	$ 48,367	$ 504,871	**$ (16,521)**	597	129	**726**	$ 576.29
November-18	$ 489,344	$ 147,144	$ 86,572	$ 21,047	$ 90,781	**$ 345,544**	$ 38,220	$ 48,474	$ 432,238	**$ 57,106**	599	129	**728**	$ 474.65
December-18	$ 494,315	$ 115,626	$ 123,016	$ 17,961	$ 80,116	**$ 336,719**	$ 38,640	$ 48,976	$ 424,335	**$ 69,981**	606	130	**736**	$ 457.50
January-19	$ 490,725	$ 151,716	$ 56,745	$ 13,418	$ 102,088	**$ 323,967**	$ 38,535	$ 48,574	$ 411,075	**$ 79,650**	608	126	**734**	$ 441.37
February-19	$ 490,228	$ 48,059	$ 33,816	$ 14,812	$ 82,859	**$ 179,546**	$ 38,535	$ 48,500	$ 266,581	**$ 223,647**	609	125	**734**	$ 244.61
March-19	$ 488,681	$ 150,930	$ 39,294	$ 13,975	$ 68,560	**$ 272,759**	$ 38,325	$ 48,360	$ 359,443	**$ 129,238**	604	126	**730**	$ 373.64
April-19	$ 494,481	$ 177,857	$ 40,161	$ 10,719	$ 80,959	**$ 309,696**	$ 38,693	$ 48,955	$ 397,344	**$ 97,138**	608	129	**737**	$ 420.21
May-19	$ 499,674	$ 105,090	$ 49,471	$ 15,972	$ 102,669	**$ 273,202**	$ 38,955	$ 49,518	$ 361,675	**$ 137,999**	609	133	**742**	$ 368.20
June-19	$ 502,049	$ 221,056	$ 100,715	$ 17,472	$ 60,287	**$ 399,530**	$ 39,113	$ 49,752	$ 488,395	**$ 13,654**	611	134	**745**	$ 536.28
July-19	$ 496,249	$ 156,958	$ 86,511	$ 28,152	$ 76,343	**$ 347,965**	$ 38,640	$ 49,197	$ 435,801	**$ 60,448**	603	133	**736**	$ 472.78
August-19	$ 497,961	$ 90,573	$ 64,270	$ 32,498	$ 73,625	**$ 260,966**	$ 38,745	$ 49,378	$ 349,089	**$ 148,872**	604	134	**738**	$ 353.61
September-19	$ 499,508	$ 171,380	$ 59,377	$ 22,453	$ 62,223	**$ 315,433**	$ 38,903	$ 49,538	$ 403,874	**$ 95,634**	607	134	**741**	$ 425.69
Estimated Stop Loss Reimbursement (Claims Exceeding $200,000)										**$ 35,649**				
2018-2019	**$ 5,931,565**	**$ 1,749,915**	**$ 824,485**	**$ 239,091**	**$ 970,224**	**$ 3,783,715**	**$ 463,418**	**$ 587,587**	**$ 4,834,720**	**$ 1,132,494**	**7,265**	**1,562**	**8,827**	**$ 428.65**

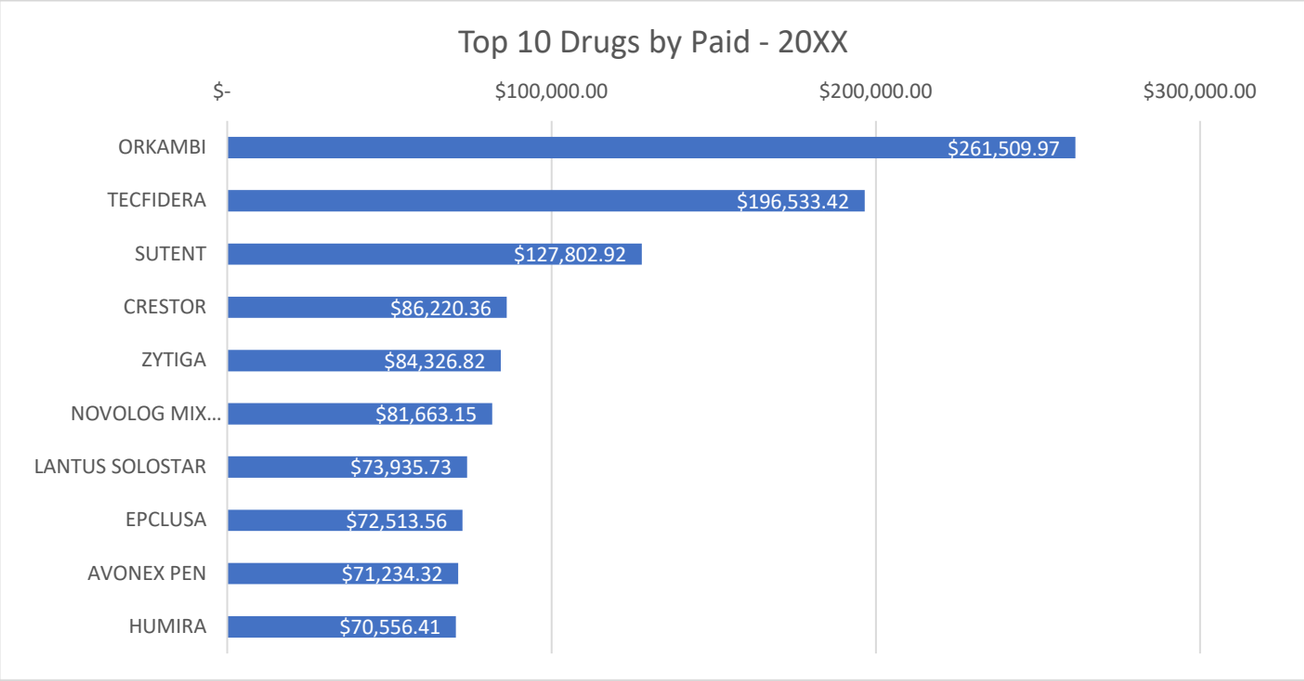
(1) Reserves for Rolling 12 Months excludes Stop Loss Reimbursement.

Sample Client
Claims Experience Detail
Paid Period: January - December 20XX

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Top 10 Drugs - 20XX Calendar Year

Rank By Paid	Name	Plan Paid	Prior	Change	# Rx	# Members	Average Cost/Member	Condition
1	ORKAMBI	$ 261,509.97	$ 121,635.90	115%	13	1	$ 261,509.97	Cystic Fibrosis
2	TECFIDERA	$ 196,533.42	$ 184,304.46	7%	33	3	$ 65,511.14	Multiple Sclerosis
3	SUTENT	$ 127,802.92	$ 69,633.29	84%	9	1	$ 127,802.92	Renal/Gastro/Pancreatic Cancer
4	CRESTOR	$ 86,220.36	$ 96,376.37	-11%	361	77	$ 1,119.74	High Cholesterol
5	ZYTIGA	$ 84,326.82	$ 40,138.74	110%	10	1	$ 84,326.82	Prostate Cancer
6	NOVOLOG MIX 70/30 PREFILLED FLEXPEN	$ 81,663.15	$ 77,917.86	5%	67	14	$ 5,833.08	Diabetes
7	LANTUS SOLOSTAR	$ 73,935.73	$ 84,196.65	-12%	168	28	$ 2,640.56	Diabetes
8	EPCLUSA	$ 72,513.56	$ -	0%	3	1	$ 72,513.56	Hepatitis C
9	AVONEX PEN	$ 71,234.32	$ 58,777.95	21%	13	1	$ 71,234.32	Multiple Sclerosis
10	HUMIRA	$ 70,556.41	$ 69,473.90	2%	9	1	$ 70,556.41	Rheumatoid Arthritis
	Top 10 Drugs	**$ 1,126,296.66**	**$ 802,455.12**					
	All Other	**$ 3,327,155.03**	**$ 3,351,428.42**					
	% of Total Rx Claims	**25%**	**19%**					
	% of Total Claims	**8%**	**5%**					



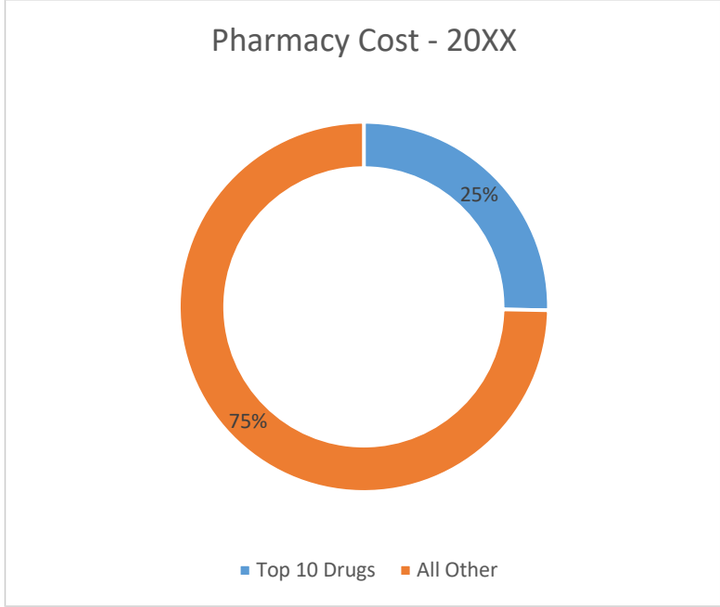


Exhibit D
Sample Client Seminar/Webinar

GAG CLAUSE PROHIBITION ATTESTATION GUIDE

for Employers

Presented by:

Kate Grangard, CPA, CGMA
Gehring Group/Risk Strategies
Ben Conley, Partner
Seyfarth Shaw

Date: October 24, 2023

Agenda

- Background – What is a "Gag Clause" and Why are They Prominent?
- Sea Change – Consolidated Appropriations Act
- Regulatory Guidance – Light on Details
- What Are We Seeing?
- Detailed Process Overview

2

Background – Why Are We Here?

- Historically, employers engage third-party administrators/carriers to:
  - adjudicate claims for benefits, and
  - establish a provider network
- Network contracts with providers treated with highest level of confidence
- No ability to access data on:
  - Provider-specific cost
  - Quality of care

3

Background – Why Are We Here?

All-or-nothing contracting	Health systems leverage the status of their "must-have" providers and require plans to contract with all providers in the system or none of them. This forces insurers to face a difficult choice — include all of the systems' providers (even if they are low-value or high-cost) or lose them all.
Anti-tiering or Anti-steering Clauses	Dominant systems may require a health plan to place all physicians, hospitals, and other facilities associated with a hospital system in the most favorable tier of providers (i.e., anti-tiering) or at the lowest cost-sharing rate to avoid steering patients away from that network (i.e., anti-steering). These clauses undercut a plan's ability to direct patients to high-value providers.
Most-favored-nation (MFN) clauses	Typically used by a dominant insurer in combination with a dominant health system, MFN clauses are contractual agreements in which a health system agrees not to offer lower prices to any other insurer. For a dominant insurer, this ensures they are getting the best price and that no rival insurer can negotiate to offer a novel product at lower rates. MFNs may also allow insurers and providers to collude to raise prices.
Gag clauses	Gag clauses may prevent either party in a contract from disclosing terms of that agreement, including prices, to a third party. The lack of transparency from gag clauses and the mistaken notion that prices are trade secrets undermines price transparency tools for consumers and decreases plan sponsors' ability to push back on rising prices.

Source: NASHP.org

4

Background – Why Are We Here?

- Case Study: Sutter Health Network
  - Antitrust action brought against dominant Northern California provider network
  - Costs of anti-competitive contracts:
    - 70% higher inpatient prices
    - 15-55% higher outpatient prices
    - 35% higher insurance premiums

Source: NASHP.org

5

Background – Why Are We Here?

- Examples of gag clauses:
  - "Do NOT discuss proposed treatments with [health plan] members prior to receiving authorization. Do NOT discuss the [utilization oversight] process with members. Do NOT give out [plan's oversight] phone number to members."
  - "[Plan sponsor] understands and accepts that [TPA]'s provider allowances and negotiated prices are confidential trade secret information which will not be released."

6

CAA Prohibits Gag Clauses

- *Effective Date:* 12/27/2020
- *Who is subject to rule?*
  - Prohibits "group health plans" and "health insurance issuers" from entering into an agreement with:
    - health care provider
    - network or association of providers
    - third-party administrator
    - other service providers offering access to provider network
- *What is prohibited?*
  - Entering into a contract hat would directly or indirectly contain a "gag clause"

7

CAA Prohibits Gag Clauses

- *Gag Clause Defined*:
  - Restrictions on disclosure of provider-specific cost or quality of care information through consumer engagement tool (e.g., cost estimator), or to provider, plan sponsor, participants or eligible employees
  - Restrictions on electronic access to de-identified claims/encounter data (e.g., financial info, provider info, service codes, or other data elements)
  - Restrictions on sharing the above information with a business associate for a permitted purpose under HIPAA

8

CAA Prohibits Gag Clauses

- *What's not covered?*
  - Provider/network administrator may impose "reasonable restrictions" on public disclosure of info
  - Not required to disclose full provider contract

9

Who is Responsible to File the Attestation

- **Plans** (plan sponsors) and Issuers (ex: carriers, TPA's) are responsible for filing
- **Fully Insured Plan** – If an issuer submits on their own behalf, and on behalf of the plan, it is considered (by the applicable depts) to have satisfied the attestation requirement for both
- **Self-funded and partially self-funded plans** – plan may enter into written agreement with service provider such as TPA or PBM to file on the plans behalf – however if the service provider FAILS to submit the plans attestation, the plan is in violation
- **Deadline for filing** – December 31, 2023 and by December 31 for each year thereafter.
  - Note: For the first period, you Reporting Entity is filing for the period December 27, 2020 – Date of Filing

10

Who is Required to File the Attestation

- **Reporting Entity** is an **issuer or a plan,** (all kinds, no one exempted – includes ERISA, Church, & state and local government plans) that has entered into an agreement - generally through TPA, Pharmacy Benefit Mangers (BPM), Independent Practice Assns (IPA) or Behavioral Health Managers (BHM) - with health care providers, networks, TPA, or others offering access to a network of providers.
- **Reporting Entity** is responsible for **attesting annually (**unless another party attests on your behalf such as TPA), that reporting entity **complies with prohibition on gag clauses. Note: The Reporting Entity is the PLAN not the EMPLOYER.**

11

Regulatory Guidance

Entities Required to Attest (Reporting Entities)	Entities Not Required to Attest
• Issuers offering individual health insurance coverage, including: ○ Student health insurance plans ○ Grandfathered[1] and grandmothered[2] plans ○ Policies sold on or off Exchanges ○ Policies sold through an association • Issuers offering group health insurance coverage, including: ○ Grandfathered and grandmothered plans ○ Policies sold on or off Exchanges ○ All other group health insurance plans • Group health plans, including the following to the extent they are considered group health plans: ○ ERISA plans[3] (or sponsors of ERISA ○ Non-Federal governmental plans,[4] such as plans sponsored by state or local governments ○ Church plans[5] ○ Grandfathered group health plans	• Account-based plans, such as health reimbursement arrangements (HRAs), including individual coverage HRAs[6] • Issuers and group health plans that offer only excepted benefits[7] coverage, including, but not limited to: ○ Hospital indemnity or other fixed indemnity insurance ○ Disease-specific insurance ○ Dental, vision and long-term care ○ Accident-only, disability and workers' compensation • Issuers that offer only short-term, limited-duration insurance • Medicare and Medicaid plans • State children's health insurance

12

Regulatory Guidance

- *Unaddressed questions:*
  - Terminated Plans (that existed after 12/27/2020)?
    - Per CMS: "As you likely know, the statute does not address the attesting obligation of a plan that terminated in 2023. As you also likely know, the Departments have not addressed this question in regulation or guidance either, but we will not take enforcement action against the plan sponsor of a terminated plan that does not submit an attestation of compliance.
  - Retiree Only Plans?
    - No written guidance – however noted in CMS webinar **NOT REQUIRED**

13

What Are We Seeing?

- *Question 1:*
  - Will TPA/Carrier attest on your behalf?
- *If no, Question 2:*
  - Will TPA provide assurances of no gag clauses?
- *If no, Question 3:*
  - Review contract (and sub-contracts) to confirm no gag clauses *or* amend contract with "override" language.

14

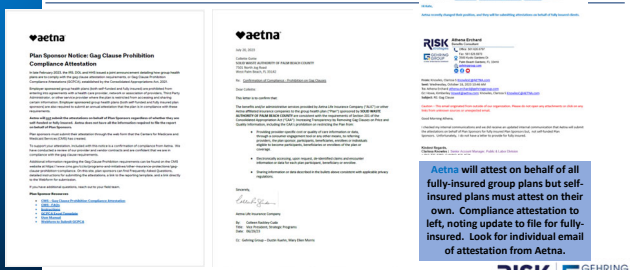
Question 1: Will TPA/Carrier Attest on your Behalf?

- Initial hesitance among TPAs to assume reporting obligation
- Sample contract language:
  - **Gag Clause Attestation**. Claim Administrator will perform, on behalf of Employer, any annual required attestation verifying that the Claim Administrator's contract (and any subcontracts impacting the services thereunder) contains no "gag clauses" as defined under Section 201 of the Consolidated Appropriations Act, 2021, 42 U.S. Code § 300gg–119(a)(1)
- Some TPAs have now agreed (see slides that follow)*

  *Even if your TPA is on this list, you should confirm the TPA will report (in writing)

15

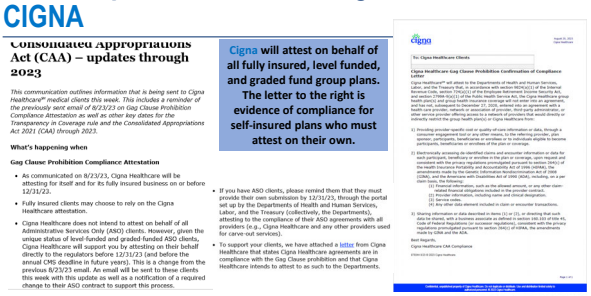
Carrier Updates – Who's Filing for Whom
AETNA



Aetna will attest on behalf of all fully-insured group plans but self-insured plans must attest on their own. Compliance attestation to left, noting update to file for fully-insured. Look for individual email of attestation from Aetna.

16

Carrier Updates – Who's Filing for Whom
CIGNA



Cigna will attest on behalf of all fully insured, level funded, and graded fund group plans. The letter to the right is evidence of compliance for self-insured plans who must attest on their own.

17

Carrier Updates – Who's Filing for Whom
CIGNA

Self-Insured Client E-Mail Communication Excerpt

Cigna Healthcare™ has an ongoing commitment to comply with the Transparency in Coverage rule and the Consolidated Appropriations Act, 2021 (CAA). This communication is being sent to all Cigna Healthcare self-insured/Administrative Services Only (ASO) medical clients. Below are key dates and other information related to **Gag Clause Prohibition Compliance Attestation**, (CAA section 201), **Cost Estimator Liability Tool**, and **Prescription Drug and Health Care Spend reporting** (CAA section 204).

What's happening when

Gag Clause Prohibition Compliance Attestation

- As communicated on 8/23/23, Cigna Healthcare does not intend to attest on behalf of ASO clients. You must provide your own submission by 12/31/23, through the portal set up by the Departments of Health and Human Services, Labor, and the Treasury (collectively, the Departments), attesting to the compliance of your ASO agreements with all providers (e.g., Cigna Healthcare and any other providers used for carve-out services).
- To support clients, we have attached a letter from Cigna Healthcare that states Cigna Healthcare agreements are in compliance with the Gag Clause prohibition and that Cigna Healthcare intends to attest as such to the Departments.

Level/Graded Funded Client E-Mail Communication Excerpt

Cigna Healthcare™ has an ongoing commitment to comply with the Transparency in Coverage rule and the Consolidated Appropriations Act, 2021 (CAA). Below are key dates and other information related to **Gag Clause Prohibition Compliance Attestation**, (CAA section 201), **Cost Estimator Liability Tool**, and **Prescription Drug and Health Care Spend reporting** (CAA section 204).

What's happening when

Gag Clause Prohibition Compliance Attestation

- On 8/23/23, Cigna Healthcare communicated to clients that it does **not** intend to attest on behalf of all ASO clients. However, given your unique funding arrangement Cigna Healthcare will support you by attesting on your behalf directly to the regulators before 12/31/23 (and before the annual CMS deadline in future years). Cigna Healthcare is making updates to client contracts and will provide additional information in the near future.
- For your reference, we have attached a letter from Cigna Healthcare that states Cigna Healthcare agreements are in compliance with the Gag Clause prohibition and that Cigna Healthcare intends to attest as such to the Departments.

Fully-Insured Client E-Mail Communication Excerpt

Cigna Healthcare™ has an ongoing commitment to comply with the Transparency in Coverage rule and the Consolidated Appropriations Act, 2021 (CAA). This communication is being sent to all Cigna Healthcare fully insured medical clients. Below are key dates and other information related to **Gag Clause Prohibition Compliance Attestation**, (CAA section 201), **Cost Estimator Liability Tool**, and **Prescription Drug and Health Care Spend reporting** (CAA section 204).

What's happening when

Gag Clause Prohibition Compliance Attestation

- As communicated on 8/23/23, Cigna Healthcare will be attesting for itself and for its fully insured business on or before 12/31/23.
- Fully insured clients may choose to rely on the Cigna Healthcare attestation.
- For your reference, we have attached a letter from Cigna Healthcare that states Cigna Healthcare agreements are in compliance with the Gag Clause prohibition and that Cigna Healthcare intends to attest to as such to the Departments.

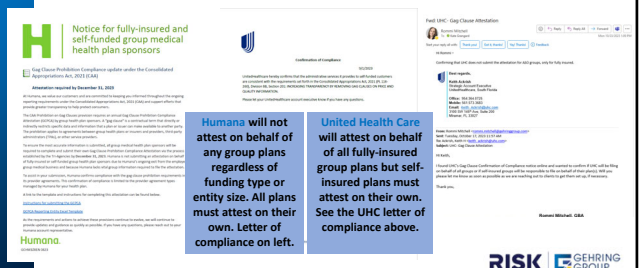
18

Carrier Updates – Who's Filing for Whom
FLORIDA BLUE

Florida Blue will attest on behalf of all group plans regardless of funding type or entity size.

19

Carrier Updates – Who's Filing for Whom
HUMANA and UNITED HEALTH CARE



20

Carrier Updates – Who's Filing for Whom
Carrier Summary: Snapshot as of Today

Plan Issuer Carrier/ASO	Who Attests when Plan is Fully-Insured	Who Attests when Plan is Self-Insured
Aetna	Aetna	Plan Sponsor
Cigna	Cigna	Cigna – Level and Graded Funded Plan Sponsor – Self-Insured
Florida Blue	Florida Blue *Verbal from the League that they will file for all plan sponsors*	Florida Blue
FMIT		
Humana	Plan Sponsor	Plan Sponsor
United Health Care	United Health Care	Plan Sponsor

It is strongly recommended that you keep the confirmation letter you received if a carrier/TPA/PBM has confirmed they will attest on the plan's behalf.

If your carrier is not listed above, please check your e-mail for Confirmation of Compliance from your medial and PBM carrier (if not integrated). Please reach out to your consultant for assistance as needed.

21

Question 2: Will TPA Provide Assurances?

- Beware of representations that stop short of full assurance:
  - "Both parties will comply with applicable law"
  - "Not aware of any contracts" with prohibited language
  - Statements covering current-year only

22

Question 3: Review Contract

- Remember that prohibition extends to provider contracts that you may not have access to.
- Instead, try "override" language:
  - "**No Gag Clauses**. TPA represents and warrants that nothing in the parties' Agreement (including any subcontracts or provider agreements thereunder) would constitute a "gag clause" as defined under Section 201 of the Consolidated Appropriations Act, 2021, 42 U.S. Code § 300gg–119(a)(1)."

23

Gag Clause Prohibition Attestation Guide

Completing & Submitting the Attestation Webform

24

Attestation Webform Resources

- **Gag Clause Prohibition Compliance Attestation Home Page (where you go to start your attestation)**: https://hios.cms.gov/HIOS-GCPCA-UI
- **Health & Human Services (HHS) Gag Clause Prohibition Compliance Attestation (GCPCA) webpage:** Https://www.cms.gov/marketplace/about/oversight/other-insurance-protections/gag-clause-prohibition-compliance-attestation
  - On this page are links for:
  - Frequently Asked Questions - https://www.cms.gov/files/document/aca-part-57.pdf
  - Instructions for submitting the GCPCA - https://www.cms.gov/files/document/gag-clause-prohibition-compliance-attestation-instructions.pdf
  - User Manual for submitting the GFPFA - https://www.cms.gov/files/document/hios-gcpca-usermanual-03_00_00_062823.pdf (note this includes step by step instructions with screen shots)
  - GCPCA Reporting Entity Excel Template - https://www.cms.gov/files/document/gcpca-reporting-entity-template-download-061423.xlsm

25

Attestation Terms to Know

- **Attesting Entity** – the reporting entity, such as the plan, issuer, or contracted reporting entity (ex: TPA) that attests on behalf of the reporting entity.
- **Attester** – individual with legal authority to sign the GCPCA on behalf of the plan
- **Submitter** – the individual who completes the required fields on the webform and prepares the excel spreadsheet (if needed) on the Attester's behalf, subject to Attester's review and signature
  - The submitter and attester can be the same individual.
  - Only use excel spreadsheet if submitting for more than one reporting entity (ex: FMIT or TPA would use this sheet)

26

Info Needed to Complete the Attestation

- **Submitter** - first name, last name, position title, e-mail address, phone number and employer name
- **Attester** (if different indiv) - first name, last name, position title, e-mail address, phone number and employer name
- **Reporting Entity's Info** - 9 Digit EIN (use EIN for the group health plan. If none, use EIN for plan sponsor)
- **Type of Plan**:
  - ERISA (private and not-for profit)
  - Non-Federal governmental
  - Church

NOTE: AN EMPLOYER PLAN, EVEN IF SELF-INSURED IS NOT AN ISSUER FOR PURPOSES OF THIS ATTESTATION.

27

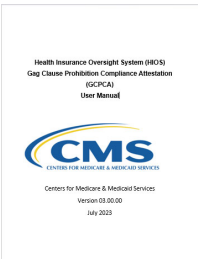
Info Needed to Complete the Attestation

- **Point of Contact info** – person who can respond to questions from the Departments - first name, last name, e-mail address, phone number
- **The types of provider agreements** you will be attesting for (all that apply):
  - Medical
  - Pharmacy Benefit Manager
  - Behavioral Health (when not part of the medical – when a separate not excepted benefit plan)

Note: For non-integrated PBM's – be sure you have verification from each provider that they have complied with the Gag Clause.

28

Filing the Attestation - Resources


Health Insurance Oversight System (HIOS)
Gag Clause Prohibition Compliance Attestation (GCPCA)
User Manual

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Centers for Medicare & Medicaid Services
Version 03.00.00
July 2023

Attestation Step by Step Guide Book – User Manual https://www.cms.gov/files/document/hios-gcpca-usermanual-03_00_00_062823.pdf

Prep Step 1: Collect Info Needed to Complete Attestation for your Plan - see Prior Slides

Prep Step 2: Have this Guidebook Handy in the event of Questions

Note: You are a reporting entity, reporting as a group health plan.

Filing Step 1: BEGIN: https://hios.cms.gov/HIOS-GCPCA-UI

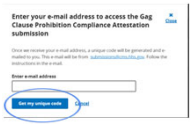
29

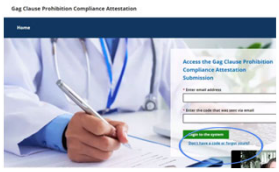
Filing the Attestation – Registering

BEGIN: https://hios.cms.gov/HIOS-GCPCA-UI

Step 1: Receive login credentials

- **Click Don't have a code or forgot yours? to receive a Unique Code to Login**
- **Enter your email address and press Get my unique code**





Code will be emailed to you within 10 minutes from submissions@cms.hhs.gov

30

Filing the Attestation - Registering

BEGIN: https://hios.cms.gov/HIOS-GCPCA-UI

Step 1: Receive login credentials - continued

- While waiting for unique code - this screen will appear. (note this can also be used to access a 1st time or forgotten code)

- Code is good for 14 days
- Check Spam if not received in 10 min
- Do not request another code until after 10 min
- Code can not be transferred to others – unique to you

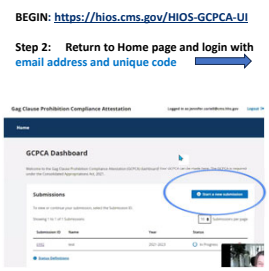
Your unique code will be received from HIOS in an Email like this from cms.hhs.gov

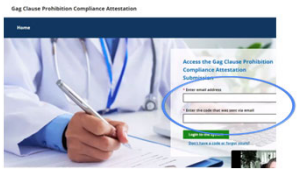
31

Filing the Attestation – Starting!

BEGIN: https://hios.cms.gov/HIOS-GCPCA-UI

Step 2: Return to Home page and login with email address and unique code





Step 3: You should now be at your Dashboard. As this is first time filing - it should show no prior submissions. (Note the elements of this Dashboard including submission status and trash can (to right of status) Click Start a New Submission

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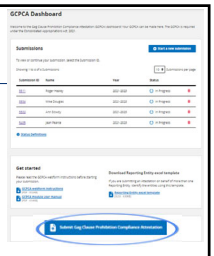
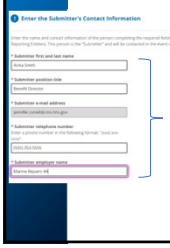
32

Filing the Attestation Identifying Submitter & Entity

Step 4: Scroll down on the GCPCA Dashboard and Start the Attestation process by Clicking Submit Gag Clause Prohibition Attestation





Step 5: Complete Enter the Submitter's Contact info. Scroll down - Where it asks "By what type of entity are you employed" select GHP (Group Health Plan) Click Save and Continue.

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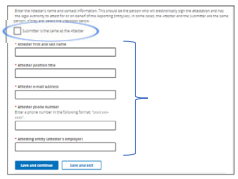
33

Filing the Attestation – Identifying Attestor

Figure 7 - Step 2 - Enter the Attester's Contact Information



Step 6: Complete Enter the Attester's Contact info.

If Submitter and Attester are the same individual – click the box and press Save and Continue

OR

If the Attester is a different individual – do NOT check the box; complete the requested information

press Save and Continue

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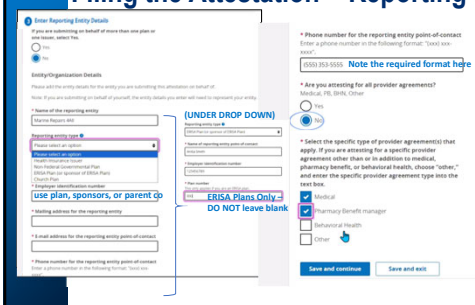
34

Filing the Attestation – Reporting Entity Details



Step 7: Complete the Reporting Entity (Plan) Details

A. Complete (Bracketed) Entity Info

- Choose applicable type of plan:
  1. Non-federal government Plan (state and local govt entities; special taxing districts, constitutional officers, etc)
  2. ERISA Plan – For profit & not for profit * ERISA PLANS ONLY – ENTER THE PLAN NUMBER (best efforts - FOUND ON FORM 5500) – If unknown – enter 000*
  1. Church Plan

Do NOT choose health insurance issuer

B. Select **"NO"** for **Are you attesting for all provider agreements?**

C. Select the provider agreements for which you are attesting. All benefits you have on your plan - Generally medical and pharmacy.

D. press Save and Continue

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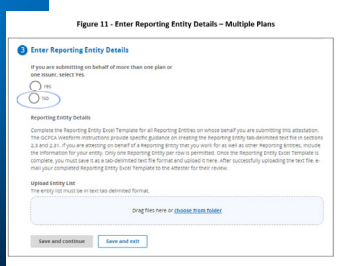
35

Filing the Attestation – Single vs Multiple Plans

Figure 11 - Enter Reporting Entity Details – Multiple Plans



Step : 8 Complete Reporting Entity Details

- Respond **NO** that you are not submitting on behalf of more than one plan or issuer (multiple plan types under one issuer are generally a single submission)

* Note: Only Multiple entity submissions require the upload of the excel spreadsheet. This is not multiple entities on a plan, but rather multiple different plan sponsors (ex: TPA's, PBM's, and Insurance Carriers)*

- select **Save and Continue**

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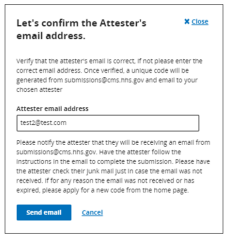
36

Filing the Attestation – Attester Hand Off



Step: 9 – (If applicable) -Confirm the Attester's email address

Only appears when the Attester is DIFFERENT than the Submitter

- Verify address is entered correct
- Press **Send email**
- Attester receives a unique code (within 10 minutes) to login, attest, and complete the filing.

*** Note: When Submitter and Attester are the same individual, Step 9 will be skipped entirely, and Submitter will be taken directly from Step 8 to Step 10 ***

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37

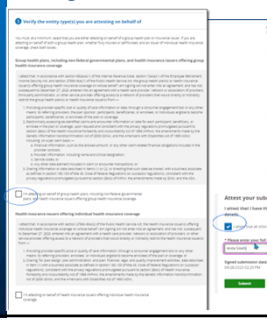
Filing the Attestation – Review Submission

Step: 10 – Review Submission & Attest

- Review all information entered is correct
- Update as needed by pressing the Edit link to right of applicable section
- Click Save and Continue once confirmed info is correct

38

Filing the Attestation – Attesting for the Entity

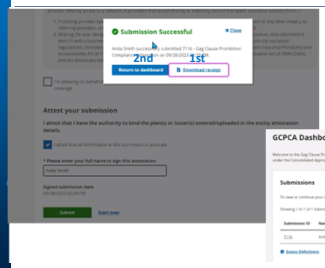


Step: 11 – Verify entity type and attest

- Select box that reads "I am attesting on behalf of a group health plan , including non-federal governmental plans, and health insurance issuers offering group health insurance coverage".
- Attest your submission by clicking attestation box (authority to bind) and typing signature (enter name exactly the same as the first and last name you registered)
- Click SUBMIT (Green Button)

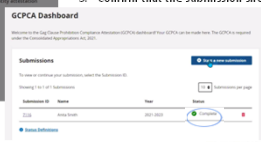
39

Filing the Attestation – Attesting for the Entity



Step: 12 – Download Receipt

1. Press Download Receipt button and save proof of filing for your records.
   - You will receive a PDF
   - If can't download pdf – take screenshot
2. Press Return to Dashboard
3. Confirm that the submission shows COMPLETE



40

Filing the Attestation – Tips & Tricks

- **Tips & Tricks**
  - You can hit Save and Exit throughout filling out the Web Form and your form will show "In Progress" on your Dashboard. You can delete or edit prior to submission
  - It is imperative that signatures and emails be entered consistently for both the submitter and attester as applicable.
  - If you open a submission from the dashboard – must resubmit, Save and continue won't do anything (will show pending)
  - Reporting generally covers period of prior attestation to next attestation date: but **need a report by 12/31 of each year**.
  - Initial reporting period is 3 years. If the submission is only for part of this period, note in the "Other" space – slide 35

41

Filing the Attestation – Tips & Tricks

- **Tips & Tricks**
  - Retiree only plans – no attestation requirement (per webinar moderator)
  - May see future regulations excepting HRA's from this attestation requirement – no concern – They are in non-enforcement pending this future clarifying regulations.
  - Help Desk: 1-855-267-1515
  - Help email: CMS_FEPS@cms.hhs.gov – enter GCPCA in Subject line (Email is recommended over phone)
  - Answers to Questions not answered today will be send out to attendees and loaded on portal.

42

Filing the Gag Clause Attestation

Questions?

Kate.grangard@gehringgroup.com
Kate.grangard@mybentek.com
Direct Phone: (561) 629-2001

43

Exhibit E
Sample Employee Benefit Newsletters

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A RISK STRATEGIES COMPANY

Starting in 2024
Most Employers Must File ACA Forms with the IRS Electronically

Summary:

The Affordable Care Act (ACA) created reporting requirements under Internal Revenue Code (Code) Sections 6055 and 6056. Under these rules, certain employers must provide information to the IRS about the health plan coverage they offer (or do not offer) to their employees. This information is provided by Applicable Large Employers (ALE) to their employees annually on Form 1095-C. Additionally, issuers including self-insured employers, provide plan participants a report of coverage on Form 1095-B or Form 1095-C, as applicable. These Forms are filed with the federal government, with a copy to the individual taxpayer each year, for the prior calendar year.

Important Dates:

- Furnish Form 1095-C to your employees by **March 04, 2024.**
- File Forms 1094-C and 1095-C with the IRS by **February 28th, 2024** if filed by *paper.*
- File Forms 1094-C and 1095-C with the IRS by **April 1st, 2024** if filed *electronically.*

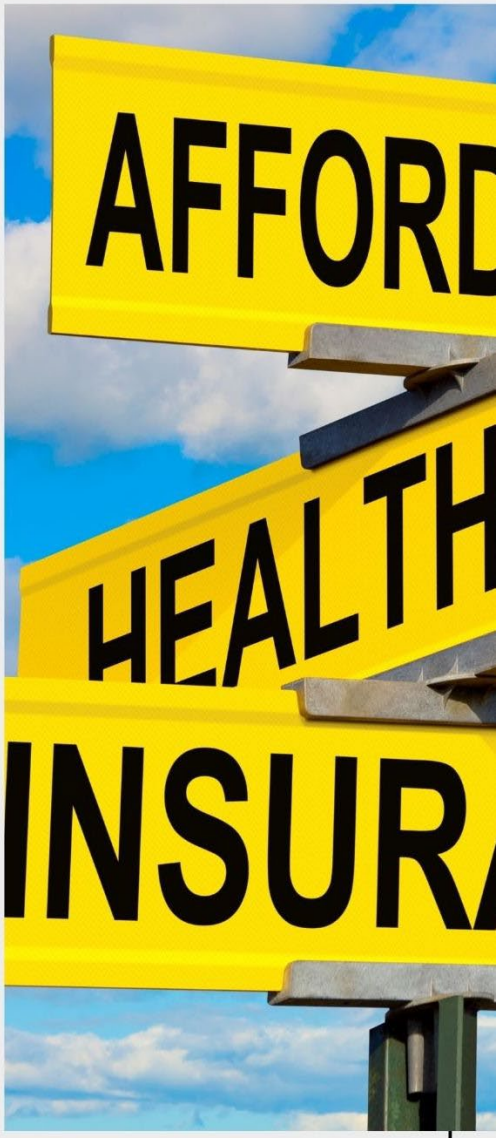
Electronic Reporting Requirement

Since inception, any reporting entity required to file at least 250 individual Form 1095 statements has been required to file electronically to avoid penalty. However, on Feb. 23, 2023, the IRS released a *final rule* implementing a law (Taxpayer First Act of 2019), which **lowers the 250-return threshold for mandatory electronic reporting to 10 individual information returns. To calculate if employers must file electronically, employers must aggregate all their informational returns to be filed, including not only Forms 1094 and 1095, but also Forms W-2, and 1099's for example; and file electronically if the total of all information returns is more than 10.** Due to the lowered threshold, only the smallest employers will be permitted to file using paper returns. This new requirement starts with the filing of the 2023 informational returns which will be filed in 2024. Accordingly, many employers who were able to file paper Form 1094/1095 returns in prior years, will now be required to complete their ACA reporting electronically starting in 2024.

Affected employers have two new considerations going forward regarding the filing of 1095 forms due to this new requirement:

- This may affect the filing deadline for remitting the plans annual 1095 Forms. Please take note of this new requirement and respective deadlines and update your reminder calendars accordingly
- An electronic filing method/vendor should be selected in advance of the 2023 year-end to facilitate the required electronic filing requirement in early 2024.

Issuers, employers and other reporting entities generally use a third-party vendor to file electronically with the IRS on their behalf. As a result, these entities will not directly use the federally established reporting resource, the *AIR Program*, themselves. However, if you have filed your ACA forms (1094/1095) on paper in the past and would like information regarding a reliable third-party vendor to perform your 2024 filing (for calendar year 2023) electronically, please contact Cindy Thompson at cindy.thompson@gehringgroup.com for partner and discounted pricing information. Please note that your current payroll vendor or ERP System may also provide this service, some of whom may require you to register with the AIR System. Please be sure to ask this question when vetting your vendor.



Waiver From Electronic Filing Requirement

A hardship waiver may be requested from the electronic filing requirement by submitting Form 8508, Application for Waiver from Electronic Filing of Information Returns, to the IRS. Reporting entities are encouraged to submit Form 8508 **at least 45 days before the due date of the returns, but no later than the due date of the returns**. The IRS does not process waiver requests until Jan. 1 of the calendar year the returns are due. Without an approved waiver, a reporting entity that is required to file electronically but fails to do so may be subject to a penalty of up to **$290** per return (as adjusted annually) unless it can establish reasonable cause.

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Our mailing address is:

Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

unsubscribe from all emails | update subscription preferences

On May 16, 2023, the IRS released Revenue Procedure 2023-23 to provide the inflation-adjusted limits for health savings accounts (HSAs) and high deductible health plans (HDHPs) for 2024. The IRS is required to publish these limits by June 1 of each year.

These limits include:

- The maximum HSA contribution limit;
- The minimum deductible amount for HDHPs; and
- The maximum out-of-pocket expense limit for HDHPs.

These limits vary based on whether an individual has self-only or family coverage under an HDHP.

Eligible individuals with self-only HDHP coverage will be able to contribute **$4,150** to their HSAs for 2024, up from $3,850 for 2023. Eligible individuals with family HDHP coverage will be able to contribute **$8,300** to their HSAs for 2024, up from $7,750 for 2023. Individuals age 55 or older may make an additional $1,000 "catch-up" contribution to their HSAs.

The minimum deductible amount for HDHPs increases to **$1,600** for self-only coverage and **$3,200** for family coverage for 2024 (up from $1,500 for self-only coverage and $3,000 for family coverage for 2023). The HDHP maximum out-of-pocket expense limit increases to **$8,050** for self-only coverage and **$16,100** for family coverage for 2024 (up from $7,500 for self-only coverage and $15,000 for family coverage for 2023).

Action Steps

Employers that sponsor HDHPs should review their plan's cost-sharing limits (minimum deductibles and maximum out-of-pocket expense limit) when preparing for the plan year beginning in 2024. Also, employers that allow employees to make pre-tax HSA contributions should update their plan communications for the increased contribution limits.

January 1, 2024

The new contribution limits for HSAs become effective.

2024 Plan Years

The HDHP cost-sharing limits for 2024 apply for plan years beginning on or after Jan. 1, 2024.

HSA/HDHP Limits

The following chart shows the HSA and HDHP limits for 2024 as compared to 2023. It also includes the catch-up contribution limit that applies to HSA-eligible individuals who are age 55 or older, which is not adjusted for inflation and stays the same from year to year.

Type of Limit		2024	2023	Change
HSA Contribution Limit	Self-only	$4,150	$3,850	**Up $300**
	Family	$8,300	$7,750	**Up $550**
HSA Catch-up Contributions *(not subject to adjustment for inflation)*	Age 55 or older	$1,000	$1,000	No change
HDHP Minimum Deductible	Self-only	$1,600	$1,500	**Up $100**
	Family	$3,200	$3,000	**Up $200**
HDHP Maximum Out-of-pocket Expense Limit *(deductibles, copayments and other amounts, but not premiums)*	Self-only	$8,050	$7,500	**Up $550**
	Family	$16,100	$15,000	**Up $1,100**

October 25, 2022

The IRS released the final 2022 forms for reporting under Internal Revenue Code (Code) Sections 6055 and 6056.

- **2022 Forms 1094-B and 1095-B** are the forms that will be used by providers of minimum essential coverage (MEC), including self-insured plan sponsors that are not applicable large employers (ALEs), to report under Section 6055.
- **2022 Forms 1094-C and 1095-C** are the forms that will be used by ALEs to report under Section 6056, as well as for combined Section 6055 and 6056 reporting by ALEs who sponsor self-insured plans.

The IRS revised Form 1095-B to remove references to the individual mandate penalty in the "Instructions for Recipients" section. No other substantive changes were made to the final forms for 2022 reporting. Final instructions have not been released yet. However, draft instructions (for Forms 1094-B and 1095-B, as well as for Forms 1094-C and 1095-C) are available, which include updated penalty maximums for 2022.

Furnishing Deadline Extension

A proposed rule issued in late 2021 extended the annual furnishing deadlines under Sections 6055 and 6056 for an additional 30 days. Reporting entities may rely on this proposed rule even though it has not been finalized. Due to this extension, **individual statements for 2022 must be furnished by March 2, 2023**. Reporting entities are encouraged to furnish statements to individuals as soon as they are able.

Important Dates

Feb. 28, 2023 – Paper IRS returns for 2022 must be filed by this date.

March 2, 2023 – Individual statements for 2022 must be furnished by this date.

March 31, 2023 – Electronic IRS returns for 2022 must be filed by this date.

No major substantive changes were made to the forms for 2022 reporting.

PCORI Fees Due August 1, 2022

The Internal Revenue Service (IRS) has issued Notice 2022-04 to increase the Patient-Centered Outcomes Research Institute (PCORI) fee amount for plan years ending on or after Oct. 1, 2021, and before Oct. 1, 2022. The updated PCORI fee amount is **$2.79** multiplied by the average number of lives covered under the plan. The IRS chart of filing due dates and applicable rates for the upcoming filing deadline is as follows:

Policy or Plan Ending Date in month of:	File return no later than:	Applicable rate:
January 2021	July 31, 2022	$2.66
February 2021	July 31, 2022	$2.66
March 2021	July 31, 2022	$2.66
April 2021	July 31, 2022	$2.66
May 2021	July 31, 2022	$2.66
June 2021	July 31, 2022	$2.66
July 2021	July 31, 2022	$2.66
August 2021	July 31, 2022	$2.66
September 2021	July 31, 2022	$2.66
October 2021	July 31, 2022	$2.79
November 2021	July 31, 2022	$2.79
December 2021	July 31, 2022	$2.79

Highlights

Covered Plans

The PCORI fees generally apply to insurance policies providing accident and health coverage and self-insured group health plans including HRAs.

IRS Form 720

Issuers and plan sponsors must report and pay the PCORI fees annually on IRS Form 720 (Quarterly Federal Excise Tax Return).

Issuers or plan sponsors that file Form 720 only to report the PCORI fee do not need to file Form 720 for the first, third or fourth quarter of the year.

Payment Deadline

PCORI fees are due for plan or policy years ending in 2021 on **Aug. 1, 2022.**

PCORI Fees Background

The PCORI fee was created by the Affordable Care Act (ACA) and first applied for plan years or policy years ending after Sept. 30, 2012. The fee is imposed on health insurance issuers and self-insured plan sponsors to fund comparative effectiveness research.

These fees were originally scheduled to expire for plan or policy years ending on or after Oct. 1, 2019. However, a federal spending bill enacted at the end of 2019 extended the PCORI fees for an additional 10 years. As a result, the PCORI fee will apply through the plan or policy year ending before Oct. 1, 2029.

Payment Deadline

PCORI fees are reported and paid annually on IRS Form 720 (Quarterly Federal Excise Tax Return). These fees are due each year by July 31 of the year following the last day of the plan year. For plans ending in 2021, the next PCORI fee payment will be due **Aug. 1, 2022**, since July 31, 2022, is a Sunday. Covered employers should have reported and paid PCORI fees for 2020 by Aug. 2, 2021 (since July 31, 2021, was a Saturday).

Calculating the PCORI Fee

The PCORI fees are calculated based on the average number of covered lives under the plan or policy. This generally includes employees and their enrolled spouses and dependents, unless the plan is an HRA or FSA. Final rules outline a number of alternatives for issuers and plan sponsors to determine the average number of covered lives.

Provided to you by **Gehring Group**

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Exhibit F
Bentek® Online Enrollment & Administration System

bentek
BENEFITS TECHNOLOGY

The LEADER in Public Sector Benefits Technology

Simplify your Journey with Bentek

How Bentek Helps Navigate Public Sector & Sophisticated Human Resources

INSPIRED BY YOU
We rely on client feedback and insight to help us define product features and prioritize our roadmap.

CUSTOMIZATION
Bentek's customization capabilities are limitless, with more than 4,500 business rules.

UNLIMITED CONSULTATIVE SUPPORT
Bentek's dedicated Client Success teams provide year-round training and benefit administration best practices, offering strategies for transitioning HR/Payroll systems and more.

PERSONALIZED ENROLLMENT
We believe that open enrollment should be easy and unique to each employee. Whether making changes or completing a passive enrollment, employees can submit enrollment sessions with just a few clicks.

DEPENDENT VERIFICATION AND TRACKING
Built in tools to manage and track supporting docs for eligible dependents all year long. No more outsourcing!

YEAR-ROUND TECHNICAL SUPPORT
Employees and administrators can reach out to or Bentexpert Support Services team ANYTIME by phone, email or chat for assistance no additional cost.

EMPLOYEE ENGAGEMENT
With the help of our schedulers, administrators can automate the generation and transmission of EDI, exports, imports, and reports!

adminsights℠

Dashboards with real-time data, statistics and user activity.

benchek℠

Automated auditing tools scrub for data and deduction discrepancies.

retiresweet™

Centralized retiree administration with invoicing and payment tracking.

sales@mybentek.com | Email
877.523.6835 | Phone
mybentek.com | Website

Want to Learn More?
Contact Us!

bentek
BENEFITS TECHNOLOGY

Real-Time Data At Your Fingertips

Easy Access to Detailed Reporting with One Click!

Monitor Usage and Track System Activity

Customize with Over 20 Widgets to Choose From

A Dashboard Customized by You, for You

Design the look and feel of your dashboard to access and consume the information you need quickly and consistently. Add the widgets that are most important and arrange them in a way that works for you.

Employee Engagement Measured Simply

Access data easily to track and measure employee engagement in the Bentek system. Monitor the activities performed by employees and your Admin team to ensure tasks are completed timely!

Graphs & Charts for Easy Consumption

Adminsights automatically displays data in graphs to make consuming information quick and efficient. These visual charts can be adjusted and modified with simple filter options so you can dig deeper when necessary.

Quick Access to Download and Export

Each widget on your dashboard features a download option, providing you access to complete report details in just one click!

Monitor Scheduled Tasks with Ease

Managing benefits requires numerous daily, weekly, and monthly tasks. Your dashboard widgets will keep you informed of all the scheduled tasks and automated processes in Bentek. These widgets will help you stay organized with a list of all recurring tasks, so you are always in the know!

What's Trending

Where the standard Admin dashboard allows you to manage enrollments and day-to-day tasks, the Adminsights dashboard provides detailed trends over time. Using this data, you can monitor how your system is being used by employees and administrators and identify any process gaps or the need for additional education and training!

Want to Learn More?
Contact Us!

Email | sales@mybentek.com
Phone | 877.523.6835
Website | mybentek.com

bentek
BENEFITS TECHNOLOGY

benchek℠

Creating the Perfect Fit with *Integration and Automation*

Clean Data = Complete Confidence

Save Time & Money

Reduce Eligibility & Premium Discrepancies

Focus on what Matters Most, Your Employees

HRIS Integration

Automate demographic and personnel changes with seamless integration! This Benchek tool eliminates data entry, expedites processing time, and most important, keeps your eligibility clean year-round!

Payroll Integration

Gone are the days of entering benefit changes after open enrollment! Our team of experts will lead the way to streamline the processing of benefit deductions gaining efficiency and ensuring accuracy after open enrollment and year-round!

Benefit Enrollment & Premium Reconciliation

With the Benchek payroll audit, you can review and reconcile discrepancies with ease! Benchek does all the heavy lifting and identifies any discrepancies between Bentek and Payroll every pay period creating cleaner payroll runs and carrier bills!

Automated Eligibility Files

'Set it and forget it' – that's our motto for eligibility files. Once your files are scheduled, Bentek will do the rest! For even more peace of mind, administrators receive email/text notifications when all files are generated and transmitted.

Historical Data & Audit Trails

Automation shouldn't eliminate transparency! Every automated process offered through Benchek has an audit trail. Administrators can view report history of the changes processed including demographics, personnel data, and any discrepancies identified in every payroll audit completed. You will always have access to your organizations historical data and can easily export this data to share with other members of your team.

White-Glove Service

Leverage the expertise and award-winning service of the Bentek Client Success Team! Our goal is to ensure every client has an amazing experience. Your dedicated team will lead the charge to set-up the suite of Benchek tools that will ensure your data is accurate year-round!

Want to Learn More?
Contact Us!

Email | sales@mybentek.com
Phone | 877.523.6835
Website | mybentek.com

bentek
BENEFITS TECHNOLOGY

retiresweet℠

A Streamlined Approach to *Retiree Benefits Administration*

A Simplified Experience for Easier Retiree Enrollment

Easy Enrollment Experience!

Access to Benefit Information Anywhere, Anytime

Effortless Communication to Stay in the Know

ONE SYSTEM TO MANAGE RETIREES

Retiresweet offers a singular, comprehensive system to manage your retirees. The days of tracking invoices in one system and cross-referencing eligibility in another are over!

AUTOMATED FEATURES TO SAVE TIME AND ENERGY

Automated Payments and Invoicing

Innovative solutions to eliminate manual invoicing and payment tracking using automation

Automated Communications

Keep everyone in the know by composing, scheduling, and delivering communications right from the Retiresweet module

Automated Reporting

Monitor eligibility with real-time dashboards and comprehensive scheduled reporting

CONFIGURABLE FOR MULTIPLE RETIREE GROUPS

Need to manage different groups of retirees with different needs? No problem! Retiresweet enables administrators to configure multiple cohorts of users that can be tracked and managed in one location.

TRACK PREMIUM SUBSIDIES WITH EASE

Create and configure premium subsidies to better manage your organization's eligibility requirements and premium details. Build-in tools to track Years of Service and Pension plans will help save you time and energy managing your retirees

TRACK AND MANAGE ELIGIBILITY AND ENROLLMENT

The Retiresweet dashboards make tracking and managing retiree enrollment and eligibility a breeze, including grandfathered retirees!

Want to Learn More?
Contact Us!

Email | sales@mybentek.com
Phone | 877.523.6835
Website | mybentek.com

Exhibit G
Client Letters
of Recommendation

SARASOTA COUNTY SHERIFF'S OFFICE
FAIRNESS - INTEGRITY - RESPECT - SERVICE

SHERIFF KURT A. HOFFMAN
COLONEL BRIAN WOODRING, CHIEF DEPUTY

June 20, 2022

Mr. Kurt Gehring
Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Mr. Gehring:

We have partnered with the Gehring Group for over twelve years and would like you to know the services you and your staff have provided, specifically over the last three years have been invaluable. The decision we made three years ago to manage our own program was not made lightly. We were faced with multiple decisions outside of our comfort zone and the expertise and guidance we received from the Gehring Group equipped us for such an undertaking.

On several occasions, your team have dropped everything and come to our offices, answered calls and emails and helped us navigate the tasks at hand. Your staff was able to ask the right questions, examine complex data, and provide us with clear and concise information that vitally impacted our organization and employees. I am confident that we would not have been as successful procuring and creating our own program if we had not engaged your firm. This could not have been accomplished without the consult we received from your dedicated and knowledgeable staff.

If you have any current projects that you wish to list the Sarasota County Sheriff's Office as a reference, you have my express permission to do so. Please accept this letter with my appreciation for what you and your staff did for us. We look forward to continued collaboration with you for the betterment of our employees and agency.

Respectfully,

Kurt A. Hoffman

Kurt A. Hoffman, Sheriff
Sarasota County, Florida

6010 CATTLERIDGE BOULEVARD - SARASOTA, FLORIDA 34232 - WWW.SARASOTASHERIFF.ORG - 941.861.5800
ACCREDITED FULL SERVICE LAW ENFORCEMENT AGENCY - EQUAL OPPORTUNITY EMPLOYER

CHARLOTTE COUNTY
FLORIDA

August 30, 2023

Kurt Gehring
The Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Kurt,

I am pleased to provide a recommendation letter for the Gehring Group for all you have done and continue to do in support of our self-funded Employee Health Benefits and our Property and Casualty Plans. The County has enjoyed the long-standing relationship and outstanding support of our Employee Health Plan and our two Employee Health Clinics. Charlotte County regards your company as an extension of our staff and our success is a direct reflection of you and your entire team.

As part of Charlotte County's employee benefits program your team has helped us to control costs, perform RFP design, evaluation, and implementation, coordinated insurance committee meetings, provided us with the knowledge and expertise to open two employee health clinics. The first clinic opened in 2009 has provided us with excellent care for our plan members and proven to be an integral part of our cost savings strategy.

The Property and Casualty Self Insured program partnership first was solidified by the guidance provided navigating through the Hurricane Charley response, recovery and again with Hurricane Ian, and worked directly with our carriers to maximize their financial involvement. Your staff's technical and institutional knowledge in this arena continue to this day.

I am pleased to provide the County's recommendation letter in support of the Gehring Group for employee benefits and onsite clinic support in addition to our Self-Insured Property and Casualty program.

If you have any questions, I can be reached at 941.743.1244.

Sincerely,

Jennifer Bullistron

Jennifer Bullistron
Risk/Benefits Coordinator

WEST PALM BEACH

Human Resources

August 25, 2023

Kurt Gehring
The Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Kurt,

It is with great pleasure that I have the opportunity to recommend the Gehring Group for all services related to support of a self-funded Employee Health Benefits Plan. During the City's long relationship with the Gehring Group, they have provided a superior level of employee benefit consulting expertise with a high priority on satisfaction, cost reduction and customer service. g

As part of the City of West Palm Beach's employee benefits cost saving strategy, the Gehring Group has guided the City through the RFP design, evaluation, selection and implementation of our health plan and our onsite health clinic. Our Gehring Group team facilitates annual meetings with our insurance providers and TPAs, monitors trends and provides cost savings recommendations. The addition of an employee clinic has proven to be an asset in attracting talented employees, cost savings to the employees and retirees, and it provides a great return on investment for the City.

The City has always had great confidence with the Gehring Group and their ability to problem solve and bring forth ideas that help the City to be a top choice for employees due the benefits it offers.

I am pleased to recommend the Gehring Group to any organization for employee benefits and onsite clinic consulting services. If you have any questions, please feel free to contact me at (561) 494-1021.

Best regards,

Sylvia C. Gregory, PHR
Assistant Chief Human Resources Officer

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33402
561.494.1000

DEPARTMENT OF HUMAN RESOURCES
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
1939 SE Federal Highway • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30100 • Facsimile: (772) 219-1230

JULIE SESSA, ARM, SHRM-SCP, Assistant Superintendent of Human Resources
SHANNON ARMSTRONG, Director of Talent Acquisition
MAURICE G. BONNER, Director of Human Resources
DON CALDERONE, ARM, Director of Risk Management & Employee Benefits

August 21, 2023

RE: Recommendation for Gehring Group Insurance Brokers & Consultants

To Whom It May Concern:

Please accept this letter of reference as a formal recommendation in support of the Gehring Group. The Martin County School Board has contracted with the Gehring Group for more than 20years to assist in obtaining, maintaining, and administering a wide range of employee benefits, most notably our medical insurance.

The Martin County School Board currently has a fully insured program, including medical, dental, vision, and life insurance as well as long-term and short-term disability insurance, an employee assistance program, flexible spending accounts, and other supplemental insurance. The Gehring Group has provided us with skilled, accurate and timely benefit analysis, wellness program support, suggested benefit design changes, and consultant with us on numerous regulatory and administrative matters.

It is my profound pleasure to work with both Mr. Dustin Kuehn, a senior benefits consultant with the firm, and his account service team. Their dedication to our school district is strong, the relationships are sincere, and the technical support is outstanding.

Contact me anytime if I can be of further assistance to you.

Sincerely,

Julie L. Sessa

Julie L. Sessa, ARM, SPHR, SHRM-CP
Assistant Superintendent of Human Resources

Michael Maine, Superintendent
School Board Members • Michael DiTerlizzi • Marsha Powers • Amy Pritchett • Christia Li Roberts •Jennifer Russell
"Educate all Students for Success"

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF

October 9, 2018

Ladies & Gentlemen:

The Palm Beach County Sheriff's Office has enjoyed a long relationship with the Gehring Group, as they have been our Agent of Record for Employee Benefits for over 20 years. During this extensive period of service, Gehring Group has provided outstanding service to our organization. They are highly regarded by me and my staff and have been a source of unqualified support and expertise to us throughout the years.

It is with pleasure that I recommend Gehring Group to other organizations. Please do not hesitate to call for further information.

Sincerely,

Ric L. Bradshaw
Sheriff

3228 Gun Club Road ▪ West Palm Beach, Florida 33406-3001 ▪ (561) 688-3021 ▪ Email: BradshawR@pbso.org

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Renew File No. 230214-C-AS, Pipelining and Rehabilitation Services **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Heather Estright Water Conveyance Supervisor)**

Recommendation

Renew File No. 230214-C-AS, Cure-in-Place Pipelining and Point Repair Services, utilizing City of Ocala Contract No. CIP/220762, with Miller Pipeline, LLC, effective from the date of award through January 8, 2026, in an estimated amount not to exceed $350,000, for the Public Services Department – Water and Wastewater Utility Divisions.

Background

On January 9, 2023, the City of Ocala awarded Contract No. CIP/220762 for an initial two (2) year period with two (2) annual renewal options. On September 5, 2023, the BOC approved the subject contract effective through January 8, 2025. On January 15, 2025, the City of Ocala executed its first annual renewal, effective through January 8, 2026. Maintenance of the existing sewer collection systems is essential to the proper function of the City's wastewater collections system and water treatment facility. The purpose of this contract is to provide as needed pipeline and emergency point repair services which allows the City to accelerate its existing sewer rehabilitation program. Pipelining is a more economical and efficient solution in comparison to traditional pipe replacement. Renewal of this contract will allow the City to continue to structurally rehabilitate deteriorated sewer pipes identified in the sewer inspection program and ensure services are readily available for emergency repairs (see attached memo). Historical contract spend was $116,609.54 over the past 12-months; however, staff intends to increase utilization of this contract for additional projects. This contract has one (1) additional annual renewal remaining.

Funding

Account Nos. 402-4602-536.6300; 402-4603.536.63 – Water and Sewer Enterprise Fund CIP, and 402-4602-536.4600 FY25 operating budget.

Strategic Plan Objective

N/A

Public Services Department

Memorandum

Date: January 2, 2025

To: Janina Lewis, Procurement Services Director

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

From: Heather Estright, Water Conveyance Supervisor

Subject: Authorize Renewal of Contract File No. 230214-C-AS, utilizing City of Ocala Contract #CIP 220762 with Miller Pipeline, LLC for pipe rehabilitation services

Recommendation

It is recommended that the Board authorize a one (1) year renewal of Contract File No. 230214-C-AS, utilizing the City of Ocala Contract #CIP 220762 with Miller Pipeline, LLC, for as needed pipe rehabilitation services. The requested authorization is an estimated amount not to exceed $350,000, for Water and Wastewater Utility Divisions.

Background

Maintenance of existing sewer collection systems is essential to the proper function of the City's wastewater collections system and wastewater treatment facility. Gradually, sewer lines experience deterioration due to overhead traffic, corrosivity and general material degradation. This can result in pipe failures, increased groundwater infiltration, environmental pollution and the development of road depressions.

The use of this service has allowed the City to accelerate its existing sewer rehabilitation program. Pipelining is a more economical and efficient solution in comparison to the traditional pipe replacement. This authorization will ensure that the City can continue to structurally rehabilitate deteriorated sewer pipes identified in the sewer inspection program and ensure services are available for emergency repairs. The City budgets $300,000 annual for the sewer pipelining program in the CIP budget, and this authorization will cover the planned proactive sewer lining program, with an extra $50,000 in authorized spending capacity to be reserved for emergency repairs if needed.

Funding

Funds are budgeted in the water and sewer enterprise fund CIP in account 402-4602-536.6300, 402-4603-536.6300, and in the operating budget account 402-4602-536.4600 in the FY 2025 budget.

Prepared By: Public Services Department

Docusign Envelope ID: FB70C0D9-B667-4E2E-8546-06945FD5E048

THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS

THIS THIRD AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

WHEREAS, on January 11, 2023, City and Contractor entered into a Services Agreement related to the City's Water Resources Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/220762, for a term of two years from January 9, 2023, through January 8, 2025; and

WHEREAS, on May 17, 2023, City and Contractor entered into a First Amendment to Services Agreement for Water Resources Improvement Projects (the "First Amendment"), increasing the overall compensation amount and to incorporate FDEP contract provisions; and

WHEREAS, on August 9, 2024, City and Contractor entered into a Second Amendment to Services Agreement for Water Resources Improvement Projects (the "Second Amendment"), to increase the overall compensation amount to reflect the expected level of expenditure over the remainder of the Contract Term; and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the first of two available one-year renewal terms, with a 3% increase to the pricing schedule as outlined in **Exhibit B – Amended Price Proposal** for the Renewal Term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.

3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as **Exhibit B – Price Proposal** is hereby deleted and replaced, in its entirety, with the document attached to this Third Amendment as **Exhibit B – Amended Price Proposal**.

4. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (1) one-year term commencing **JANUARY 9, 2025,** and ending **JANUARY 8, 2026**. This Agreement may be renewed for up to **ONE (1**) additional **ONE (1) YEAR** period by written consent between City and Contractor.

5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWO MILLION AND NO/100 DOLLARS ($2,000,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.

6. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Miller Pipeline, LLC. Attention: Charles Bell 8850 Crawfordville Road Indianapolis, Indiana 46234 Phone: 352-236-3355 E-mail: charles.bell@millerpipeline.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

8. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

9. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this Third Amendment for all purposes.

10. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 1/15/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
kristen Dreyer
382728BFAF374FC...

Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
B07DCFC4EB6E429...

William E. Sexton, Esq.
City Attorney

MILLER PIPELINE, LLC.

DocuSigned by:
Charles Bell
9219D9DF2E21458...

By: Charles Bell
(Printed Name)

Title: Engineering Mananger
(Title)

CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO:	Honorable Mayor and Board of Commissioners
THRU:	Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM:	Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE:	09/05/2023
8UBJECT:	Award File No. 230214-C-AS, Cure-in-Place Pipelining and Point Repair Services, Utilizing the City of Ocala Contract No. CIP/220762

RECOMMENDATION:

Award File No. 230214-C-AS, Cure-in-Place Pipelining and Point Repair Services, to Miller Pipeline, LLC, utilizing the City of Ocala Contract No. CIP/220762, in an estimated annual amount not to exceed $180,000, effective from the date of award through January 8, 2025, for the Public Services Department – Water and Wastewater Treatment Facilities.

BACKGROUND:

On January 9, 2023, the City of Ocala awarded Contract No. CIP/220762, for an initial two (2) year period. The purpose of this contract is to provide as needed cure-in-place pipelining and emergency point repair services, which is a cost-effective and efficient method for repairing the City's sanitary sewer lines and extending its useful life. Over time, sewer lines deteriorate due to overhead traffic, wastewater corrosion, and general material degradation. Maintenance of the City's existing sewer lines is essential to the proper function of the wastewater collection system and WWTF (see attached memo). Approval of this contract will replace Contract File No. 230166-C-AS, which expired July 7, 2023.

FUNDING: Water Sewer Enterprise Fund FY23 and pending budgets for FY24 accounts: Sewage Collection 402-4602-536-4600; Sewage Treatment 402-4603-536-4600 and 402-4603-536-6300.

Accepted by: _____
City Manager

Attest: _____
City Clerk

Public Services Department

Paul Smith
Public Services Director

Memorandum

Date: August 18, 2023

To: Janina Lewis, Procurement Services Director

Through: Paul Smith, Public Services Director PS
Thomas Kiger, Public Services Assistant Director
Ray Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize as-needed use of Miller Pipeline for pipe rehabilitation services annually utilizing piggyback of City of Ocala Contract# CIP/220762 in an amount not to exceed $180,000.

Recommendation

Authorize as-needed services of Miller Pipeline for pipe rehabilitation and emergency point repair services annually utilizing City of Ocala contract #CIP/220762 in an amount not to exceed $180,000.00.

Background

Maintenance of existing sewer collection systems is essential to the proper function of the City's Wastewater Collection and Treatment Facilities. Over time, sewer lines experience deterioration due to overhead traffic, corrosivity and general material degradation. This can lead to piping failures, increased groundwater infiltration, and the development of road depressions which can become a hazard to traffic if not addressed in a timely manner.

The main purpose of this contract is to have readily available contractual pipe rehabilitation (lining) services for sewer lines as problems are identified via inspections. This will reduce the time needed for completing essential repairs and ensure quick restoration of sanitary sewer services for our customers. This as-needed services contract will be a more comprehensive piggyback contract with the City of Ocala, awarded on January 9, 2023, and is effective for two years through January 8, 2025. This contract replaces the Lee County piggyback contract that expired on July 23, 2023.

Funding

Funds are budgeted in water sewer enterprise fund FY 2023 and pending budgets for FY 2024 accounts: Sewage Collection 402-4602-536-4600, 402-4602-536-6300, Sewage Treatment 402-4603-536-4600, 402-4603-536-6300.

CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS

THIS CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC,** a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

RECITALS:

WHEREAS, on September 9, 2022, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the City's Water Resources Improvement Program projects planned or requested by the City, ITB No.: CIP/220762 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Miller Pipeline, Inc., was found to be the lowest; and

WHEREAS, Miller Pipeline, Inc., was chosen as the intended awardee to provide construction services related to the City's Water Resources Improvement Program projects planned or requested by the City for the construction of various water, sewer, reclaimed water and pipe lining projects in the City's service area (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.
   If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-8)
      Exhibit B: Price Proposal (B-1 through B-11)
      Exhibit C: Detailed Measurement and Payment (C-1 through C-16)
      Exhibit D: Project Sign (D-1 through D-2)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for

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Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

   A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf.

   B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

   C. **Marion County Standard Specifications**, available at: https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review

   In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **FOUR MILLION AND NO/100 DOLLARS ($4,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:

   A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

   B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

   C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Ocala Engineering Department,** Attn: **Eric Giannino**, Address: **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470**, E-Mail: **egiannino@ocalafl.org.**

   D. **Payment of Invoices by City**. The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

   E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its

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obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. **Effective Date and Term.** This Agreement shall become effective and commence on **JANUARY 9, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **JANUARY 8, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor. Any price increase for contract renewal will be subject to negotiation as approved by the City. In no case will the increase exceed **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and vendor must submit its written request for an increase with CPI justification at least 90 days prior to the end of the current term.

B. **Notices to Proceed on Individual Projects**. City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Notices to Proceed shall be issued at the pre-construction conference, after Contractor and City have agreed upon the time needed to complete each individual project as assigned. Contractor agrees to have project signs in place, be able to mobilize, and commence construction work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional

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projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Original Contract Amount	Charge Per Calendar Day
$50,000 and under	$868
Over $50,000 but less than $250,000	$882
$250,000 but less than $500,000	$1,197
$500,000 but less than $2,500,000	$1,694
$2,500,000 but less than $5,000,000	$2,592

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to

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this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the

Doc ID: b3589e9113c9802907efa0b86f8409b2d49fae6b

Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

10. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Contractor provides material that does not meet the specifications of the Agreement;

(3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

(4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

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(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion for each project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion for each project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

13. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

14. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.

15. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager,

such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

16. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
17. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
18. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "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 with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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19. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
    G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
20. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
21. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not

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endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

22. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
23. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
24. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
25. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

26. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's**

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Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

27. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms

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and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

28. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

29. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

30. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

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31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

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37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment

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eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

45. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

46. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Miller Pipeline, LLC
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone: 352-236-3355
E-mail: charles.bell@millerpipeline.com

Doc ID: b3589e9113c9802907efa0b86f8409b2d49fae6b

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

49. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the

United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
58. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
59. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
60. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement 01 / 11 / 2023.

ATTEST:

Angel B. Jacobs
Angel B. Jacobs
City Clerk

CITY OF OCALA

James P Hilty SR
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

William E. Sexton
William E. Sexton, Esq.
City Attorney

MILLER PIPELINE, LLC

By: Charles D. Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

Doc ID: b3589e9113c9802907efa0b86f8409b2d49fae6b

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 220142-B-JL, Tree Removal and Related Services **(Tom Funcheon Public Works Director, Janina Lewis Procurement Director)**

Recommendation

Increase File No. 220142-B-JL Tree Removal and Related Services to Evergreen Tree Service from an estimated annual amount of $ $325,000 to $525,000, an increase of $200,000, for the period of February 18, 2025, through July 27, 2027, for City-wide use. Purchase orders will only be issued against approved budgets.

Background

On August 9, 2022, the Board approved the award of Contract No. 220142-B-JL. The purpose of this contract is to provide labor and equipment for tree removal, stump removal, tree trimming and miscellaneous tree services to include emergency services such as storm clean-up. Due to Hurricanes Helene and Milton, approximately $200,000 has been spent on tree removal services. This will leave a shortfall for routine preventative maintenance of palm and other tree trimming services (see attached memo).

Funding

Funding will be identified as orders are placed.

Strategic Plan Objective

N/A

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director
From: Tom Funcheon, Public Works Director
Date: January 27, 2025
Subject: Amendment to 220142-B-JL Tree Removal and Related Tree Services

---

RECOMMENDATION:

We recommend the approval of amending contract 220142- B-JL in reference to the Tree Removal and Related Tree Services contract. Due to services rendered for hurricane Helene and Milton, city wide, Public Works and Public Services used $200,723.96 for hurricane tree removal services. We are looking to increase the original amount of the agreement from $325,000 to $525,000.

BACKGROUND:

The purpose of the contract is for annual preventive maintenance like palm and tree trimming as well as emergency tree removal services throughout the City.

CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

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

DATE: 08/09/2022

SUBJECT: Award Bid No. 220142-B-JL, Tree Removal and Related Services

RECOMMENDATION:

Award Bid No. 220142-B-JL Tree Removal and Related Services to Evergreen Tree Service in an estimated annual amount of $ $325,000, for the period of July 28, 2022, through July 27, 2027, for City wide use. Purchase orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to provide labor and equipment for tree removal, stump removal, tree trimming and miscellaneous tree services to include emergency services such as storm clean-up. Only one bid was received. A single bid analysis was performed. A request for information was sent to the planholders who downloaded the bid to find out why they chose not to bid, no responses were received. A search was done on Demandstar.com to find similar services bid out in 2022 to validate pricing. One bid was found in 2022. The most current displayed pricing had a similar total (see attached memo and related information). Pricing has been reviewed and coordinated with the City Staff and is found to be fair and reasonable. Evergreen Tree Service has performed previous contracts for the City and has performed satisfactorily. This contract has one-five (5) year period.

FUNDING: Funding will be identified at the times orders are placed.

Accepted by:_____ Attest: _____
City Manager City Clerk

Tabulation of Bids
For
Bid No. 220142-B-JL
Tree Removal and Related Services

July 14, 2022 @ 3:00 p.m.

Company	Total Cost Summary
Evergreen Tree Service Largo, FL	$42,625.00

Broadcast: 286 Planholders: 12 Responses: 1

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

RECOMMENDATION FOR AWARD

TO: Tom Funcheon, Public Works Director
Shannon Brewer, City Arborist

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

DATE: 07/19/2022

RE: IFB # 220142-B-JL, Tree Removal and Related Services

We have reviewed the single bid received and recommend for award:

Evergreen Tree Service $42,625 (see individual pricing sheet)

This low bidder meets the specifications, terms, and conditions of Bid No. 220142-B-JL. We have attached the bid tabulation and copies of the bids for your review. This contract is over $25,000 and will be scheduled for approval by the Board of Commissioners.
Please indicate your response in the space provided.

IFB # 220142-B-JL
Tree Removal and Related Services

I concur with the recommendation. YES ✓ NO _____

If no, please explain:

_____

_____

_____

Tom Funcheon
Public Works Director

Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director

Date: July 18, 2022

Subject: Bid No. 220142-B-JL Tree Removal and Related Services

RECOMMENDATION:

Award Bid No. 220142-B-CM, Tree Removal and Related Services to Evergreen Tree Service in an estimated annual amount of $325,000 for the period of August 1, 2022 through July 31, 2023.

BACKGROUND:

This contract is to provide labor and equipment for tree removal, stump removal, tree trimming and miscellaneous tree related services.

Funding will be identified as work orders are placed.

AGREEMENT

THIS AGREEMENT, made and entered into on the 22 day of August, 2022,

by and between Evergreen Tree Service (herein referred to as the "Contractor") and the

City of Tarpon Springs, Florida (herein referred to as the "City").

WITNESSETH:

NOW, THEREFORE in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Contractor Duties.**

That the Contractor shall furnish material and perform work for:

Tree Removal and Related Services

Contract Documents; Order of Precedence.

This Agreement shall consist of the following documents, and in the event of any conflict as to a term or condition between them, the earlier listed document shall control over the later listed document:

- This Agreement
- Bid No.: 220142-B-JL, (attached hereto and incorporated herein as Exhibit A)
- Contractor's Bid, dated July 13, 2022, including any attachments or exhibits thereto referenced in the bid (attached hereto and incorporated herein as Exhibit B)

2. **Contract Period.**

Duration of the contract shall be for a period of five years, effective August 22, 2022 through August 22, 2027.

3. **Payment.**

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement based on the pricing submitted on the Pricing Summary Sheet, submitted with the Contractor's Bid dated July 13, 2022.

4. Amendments.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld.

5. Severability.

In the event that any provision or portion hereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision of the Contract Documents.

6. Due Authority.

Each part to this Agreement represents and warrants to the other parties that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same fully bind the parties on whose behalf they are executing.

City of Tarpon Springs:

By: _____
Mark LeCouris, City Manager

Contractor: Evergreen Tree Service

By: _____

Name: Caesar Garcia

Title: Owner

REMAINING PORTION INTENTIONALLY LEFT BLANK

(Acknowledgment of Contractor)

State of Florida)
County of Pinellas) ss:
City of Dunedin)

The foregoing Agreement was acknowledged before me this 22 day of August, 2022,
by Caesar Garcia (owner)
(Name and Title)
of Evergreen Tree Service ("Company"), on behalf of the Company. He/She is personally known to me or has produced Personally Known, as identification and appeared before me at the time of notarization.

_____ warrants that he/she is authorized by the Company to execute the foregoing Agreement.

(SEAL)

CRYSTAL SETTLE
MY COMMISSION EXPIRES AUGUST 8, 2024
#GG 976962
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

Crystal Settle

My commission expires: August 08, 2024

City of Tarpon Springs
Office of the Internal Auditor

Audit of Public Works, Sanitation Division

Prepared by:
Billy Poulos, MBA, CIA, CGAP
City Internal Auditor
January 2025

Report #09_2025

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City of Tarpon Springs
Office of the Internal Auditor

2/11/2025

Honorable Mayor Koulias and Commissioners,

Enclosed is Audit #09_2025 of the Public Works- Sanitation Division. This audit was conducted under the authority of the approved FY 2025 Internal Audit Plan, and contains my analysis and conclusions based on the information available to me. The report contains seven findings and three observations. Management's response is also included. I am available anytime to discuss the audit and will place it on the February 18, 2025, BOC Regular Session agenda for a brief presentation.

I would like to thank Tom Funcheon- Public Works Director, Marco Villagomez, Sanitation Supervisor, and Ralph Oswald- Senior Technician for their assistance, knowledge, and transparency during the audit process. I would also like to thank the City Clerk, Irene Jacobs and her staff for their help, as well as Andrew Case from the IT Department for helping me to access historical data from the legacy scale system. Their help was very much appreciated.

Sincerely,

Billy Poulos
City Internal Auditor

Cc: Charles Rudd, City Manager
Tom Funcheon, Public Works Director
Marco Villagomez- Sanitation Supervisor

Tarpon Springs City Hall – 2nd Floor
324 E. Pine Street, Tarpon Springs, FL. 34689
C: (813) 817-9802|O: (727) 943-1167|Bpoulos@CTSFL.US |CTSFL.US

Table of Contents

Executive Summary
(Overall Auditor Opinion) 1

Background of Sanitation Division 3
Solid Waste Management Process 3
Yard Waste Facility 3

Audit Objectives, Scope, and Methodology 4

Results: Finding(s)
Finding #1 5

Finding #2 5

Finding #3 6

Finding #4 8

Finding #5 9

Finding #6 9

Finding #7 10

Results: Observation(s)
Observation #1 11

Observation #2 11

Observation #3 11

Management Response to Audit Report 12

Executive Summary (Overall Auditor Opinion)

In accordance with the approved FY2025 Internal Audit plan, I have completed the audit of the Public Works- Sanitation Division ("The Division"). The audit was conducted using the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing (I.e., Red Book Standards) as a framework and guide. I believe that the evidence obtained and reviewed provides a reasonable basis for the findings and observations in this report.

The Sanitation Division is part of the Public Works Department and is divided into two sections, solid waste management and yard waste, which are all part of the Sanitation Enterprise Fund. The primary focus of this report is on the management of the solid waste management contract and the operations of the yard waste facility.

The Division contracts with Waste Management Inc. of Florida (WM) to provide solid waste management services (Ie. Collection and disposal of garbage, rubbish, yard waste, recycled materials, etc.). The Division manages the solid waste management contract by acting as a liaison between WM and City residents, who are charged a 20% administration fee for solid waste services. This fee makes up almost 90% of the Sanitation Division's budget. While the Division is effectively managing the contract, it may benefit from a more modern approach by using electronic spreadsheets in order to gather data that can be used in future planning and contract negotiations. The cost and training time needed to implement this would be minimal.

The yard waste facility ("Facility") faces some financial challenges due to the increase in yard waste debris removal costs, which stem from a new vendor contract that started in 2023. To offset these costs, customer fees (Aka. Tipping fees) were raised in October 2023, but this has resulted in less business for the yard waste facility as some customer's (Residents and commercial users) are opting to go to other facilities for lower prices. This is evident from the lower amount of yard waste that has been collected in the last year. The remedy for this issue is complex and beyond the scope of this report. This is included in this report for informational purposes, so the Board and senior management are aware of the situation and can make decisions with as much information as possible.

From an operational standpoint, there are control gaps in how some yard waste transactions are handled, specifically voided transactions and customer's refusing to pay and/ or simply driving off. Controls over voided transactions should be implemented to ensure that voided transactions are reviewed by management to protect the City's assets and employees. Controls over customer's refusing to pay or simply driving off need to be addressed, as this results in two financial hits for the Division. The first being an obvious loss of revenue, and the second being on the expense side- the Division still has to pay to have that material disposed of. Lastly, the Facility may want to offer more payment options as they only accept cash or checks. While there is a credit account option that is billed monthly, most customers do not frequent the facility enough to take advantage of it. Staff has indicated that some customers decide to go elsewhere since most do not carry enough cash or a checkbook with them. Credit cards or another electronic payment option would help to strengthen transactional controls and reduce cash handling risk. The yard waste facility does work with the Clerk's office to maintain some controls over cash handling and record keeping. The Clerk's office ensures that payments received reconcile with the transaction balance sheet report, enter financial information into Naviline, and perform "Surprise" cash drawer audits. These are solid preventive controls and should continue.

Most importantly though, the Division was prepared for the recent hurricanes by having an emergency contract in place with a disaster recovery company long before any of the hurricanes actually hit. Since the contract was already in place, it was activated without delay which led to the City being one of the first (If not the first) municipalities in the Tampa Bay area to complete their post-hurricane clean-up efforts. This is a major accomplishment considering the amount of devastation to the City. The Division has also taken advantage of grant opportunities offered by Pinellas County to aid in recycling efforts, which has helped to offset some expenses.

Overall, the Sanitation Fund is financially healthy, the solid waste contract is being adequately managed, and the transactional controls at the yard waste facility can be easily remedied. However, if the yard waste disposal costs are addressed, they will require more attention from the Board and senior management.

This report uses a balanced format approach which includes both Findings and Observations. Findings can include any number of things where improvement is needed and usually require remedial action by the auditee or other related parties. In contrast, Observations are areas where the auditee has excelled or has exhibited a best practice. They can also include areas that may need additional review or discussion and may not be within the Department's control. The use of a balanced format approach helps provide an overall picture of the department, which is important for a decision-making Board.

In order for the reader of this report to gain a complete understanding of this audit's objectives and conclusions, it is strongly recommended that the details surrounding the findings and observations listed below are read in their entirety.

Finding(s)

#1: The Division manages the solid waste management contract effectively but could benefit from a more modern approach in order to gather data that can be used in future planning and contract negotiations.

#2: The Division does not have a comprehensive set of standard operating procedures and policies for its sections but has started the process of creating them.

#3: The yard waste facility has experienced a sharp increase in yard waste debris disposal costs, due to a new vendor contract executed in 2023, which is negatively affecting its net revenue and overall yard waste intake. NOTE: This finding is intended for informational purposes so the Board and senior management are aware of this situation and can make decisions with as much information as possible. It is not intended to assign fault.

#4: The yard waste disposal contract was not approved as to form and correctness by the City Attorney, which is required by City ordinance.

#5: The yard waste facility's limited payment options are affecting its revenue.

#6: Customers "Driving off" and "Refusing to pay" has resulted in lost revenue for the Division.

#7: Controls over voided transactions are insufficient to safeguard the City's assets and protect employees.

Observation(s)

#1: The Division has been proactive and effective in its disaster recovery efforts for the City.

#2: The Division has taken advantage of the Municipal Recycling Grant provided by Pinellas County for the last two years.

#3: The Division works with the Clerk's office to help ensure separation of duties with regards to cash and record keeping controls.

Background

The Sanitation Division ("Division") falls under the Public Works Department and has 8.5 FTEs[1], with eight full time employees and a FY2025 budget of $8,066,813. The Division's budget is derived from the Sanitation Fund ("Fund") which is an enterprise fund, meaning that the fund's revenues are derived from user fees, and its expenses are limited to the fund's purpose.[2] The Division is divided into two main sections, solid waste management and the yard waste facility, which are both described in greater detail below. This report focuses on the management and oversight of the solid waste management contract and the general operations of the yard waste facility.

Solid Waste Management Section:

The City is in the third year of a five-year contract with Waste Management Inc. of Florida (WM)[3], which runs until March 30, 2027, and may be renewed for five additional one-year renewal periods. The City Charter[4] provides that only the City may collect, convey, and dispose of solid waste, so the contract grants WM an exclusive franchise agreement for solid waste services. The contract allows for price adjustments beginning in year two, based on the Consumer Price Index (CPI), but is capped at 3% annually. The WM contract is the largest contract that the City is party to at $26.3 million over a five - year period and is one of the longest contractual relationships that the City has, as it has been doing business with WM for over twenty years. As per City Ordinance[5], the City charges a 20% administrative fee on solid waste services to offset operating costs. WM provides residents with two curbside garbage collections per week, with the first collection having a yard waste pick-up and the second collection having a recycling pick-up.

Yard Waste Facility:

The yard waste facility ("Facility" or "Scale house") is the City's landfill where both City residents and non-residents can dispose of yard waste and household items (Ex. Furniture, white goods[6], etc.). The Facility was located at 898 Levis Rd. until about June 2024, when it was relocated to a new facility at 101 E. Meres Blvd. The move included the building of a new scale house and purchase of a new vehicle

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[1] Some employees are paid out of multiple funds and have their duties spread across other departments. In order to be counted in this report, at least 75% of their budgeted salary had to be derived from the Sanitation Fund.

[2] Revenues from enterprise funds are also used for city-wide administrative expenses, usually 8%.

[3] Contract #220003-P-JL.

[4] § 8-13. Ony City May Collect And Dispose: All solid waste and residential curbside recyclables accumulated in the city shall be collected, conveyed and disposed of by the city. No other person shall collect, convey over any of the streets or alleys of the city, or dispose of any solid waste or recyclables accumulated in the city, unless otherwise agreed by the city.

[5] § 8-12. Administrative Fee: A surcharge of 20 percent over the charge which the city pays its sanitation collection contractors, which is applied to all sanitation fees of the city's sanitation customers, and which shall be used to offset sanitation operations.

[6] White goods are items like appliances.

drive-on scale and a new scale cashiering system, as most disposable items are weighed, and user fees are charged accordingly. The facility makes up about 8% to 10% of the Sanitation Enterprise Fund.

Audit Objectives, Scope, & Methodology

This is an operational audit of the City's Sanitation Division. Specifically, the management of the solid waste contract and the yard waste facility. Data testing in this report is limited to FY2024, but prior years are referenced for either background or comparative analysis.

Objective #1: To determine if the Division has a comprehensive, up-to-date, and relevant set of policies and standard operating procedures for their major functions, which include: Managing the solid waste management contract and operating the yard waste facility.

Objective #2, To determine if controls exist to effectively manage the WM contract to ensure that the vendor is performing its duties.

Objective #3, To determine if controls exist to effectively manage the yard waste facility, including a review of transaction data and cash handling.

The risk factors that were considered in deciding the objectives of the audit were:

- Public perception risk: The residents perception of sanitation services, specifically garbage collection.
- Contract compliance risk: The risk that the City's largest contract is not being effectively managed.
- Financial control risk: The risk that cash handling at the yard waste facility does not have sufficient controls.
- Financial risk: The risk that Sanitation Enterprise Fund is not solvent.

The following is an overview of the activities performed:

- Reviewed vendor contracts.
- Toured the yard waste facility, interviewed staff, and observed staff operating the facility (Including taking payments).
- Worked with the IT Department to access historical scale house data since the new scale was installed in June 2024.
- Consulted with the City Clerk to gain an understanding of their "Surprise" cash drawer audits and the external cash receipts process.
- Compiled data from two sources for analysis: Legacy scale cashiering system and new scale cashiering system.
- Reviewed draft policies and standard operating procedures.
- Reviewed approved budgets and background/ historical information about the Division.
- Accessed Naviline to obtain financial data for audit testing and OnBase for backup documents.

Results: Finding(s)

Finding #1: The Division manages the solid waste management contract effectively but could benefit from a more modern approach in order to gather data that can be used in future planning and contract negotiations.

The Division manages the solid waste management contract with Waste Management (WM) by acting as a liaison between WM and City residents. They field complaint calls and emails, record them, contact WM to remedy any issues, and follow up to ensure any issues have been resolved. Complaints include missed pick-ups, late pick-ups, broken containers, and anything else related to garbage collection. Currently, it's a manual process that uses a pen and paper log and the email system. This process appears to be working well but makes it difficult to gather and use data that could be valuable for decision making and future contract negotiations.

For example, if the Division wanted to know how many missed pick-ups occurred on Dodecanese Boulevard in 2023, staff would have to go through a paper log and the email system to find this information, and then compile it- which would be time consuming and the risk of missing something would be high. However, if all of this information was in an electronic spreadsheet, the information could be pulled up in seconds while decreasing the risk of inaccuracies. The solid waste contract does require WM to gather and retain customer data, but the Division would be reliant on them for accuracy and retention.

Recommendation(s):

It is recommended that the Division use an electronic spreadsheet like Excel to document and track customer complaints and their final resolution. The benefits include a more robust tracking system and easily accessible historical data to aid in decision making. The actual costs and training time are minimal, as only a basic understanding of Excel would be needed to input data into the spreadsheet.

Finding #2: The Division does not have a comprehensive set of standard operating procedures and policies for its sections but has started the process of creating them.

As previously noted, the two major sections of the Sanitation Division are solid waste management and the yard waste facility. Neither of the sections have a finalized comprehensive set of standard operating procedures (SOPs) or policies. In terms of solid waste management, the risk of not having SOPs and policies is not extremely high because the actual garbage collection is done by WM, and most billing is handled by the Utility Billing Division. Nevertheless, all departments and divisions should have these as a normal business practice in order to maintain an effective control environment.

Recommendation(s):

It is recommended that management finalize the SOPs and policies for the solid waste and yard waste facility sections, especially those relating to the findings in this report.

Finding #3: The Yard Waste facility has experienced a sharp increase in yard waste debris disposal costs, due to a new vendor contract executed in 2023, which is negatively affecting its net revenue and overall yard waste intake. NOTE: This finding is intended for informational purposes so the Board and senior management are aware of this situation and can make decisions with as much information as possible. It is not intended to assign fault.

As previously noted, sanitation services, including yard waste removal are funded through customer user fees. In the case of the yard waste facility, the user fees are determined by how much yard waste (In tons) is dropped off by customers. The yard waste is then ground up on-site and hauled away by a private vendor named Veransa Group Inc. ("Veransa"). The City pays Veransa a per-ton disposal fee for this service. Prior to the current contract that was executed on September 5, 2023, the Division paid $21 dollars per ton for yard waste debris disposal. Since the execution of the Veransa contract, the price has more than tripled to $64.54 per ton in FY2024 and $66.48 per ton in FY2025. The price will increase annually for the next three years consistent with the consumer price index. This price increase necessitated an increase in user fees that are charged to the facility's customers, which became effective on 10/2/2023 (See **Table #1** below for current and historical yard waste user fees). Notably, user fees for commercial customers/ Non City sanitation customers went from $52 per ton ($20 minimum) to $90 per ton ($50 minimum), and from $5 per trip to $20 per trip for City sanitation customers.

Table #1: Current and historical yard waste customer user fees.

Yard Waste Facility Customers	Historical User Fees (Prior to 10/2/23)	Current User Fees (As of 10/2/23)
Commercial users (Not City sanitation customers).	$52.00 per ton / $20 minimum	$90.00 per ton / $50.00 minimum
Disposal of household items in dumpster.	$80.00 per ton / $15.00 minimum	$80.00 per ton / $30.00 minimum
City sanitation customers- Disposal of yard waste: (Pick-up truck or trailer no larger than 4 ft. by 8 ft.*	$5.00 per trip	$20.00 per trip
* Must show current utility bill and valid driver license.		

Source: Sanitation Division.

The previous yard waste disposal contract expired at an inopportune time for the City, as diesel prices were climbing, and industry consolidation was occurring which meant that there were fewer companies who were willing to bid on the new contract. Also, the City does not dispose of enough yard waste to wield a lot of negotiating leverage. The yard waste debris removal contract was bid out twice by Procurement Services in 2023. The first bid[7] only received one response and was recommended for rejection because of the high cost. The second bid[8] involved a change in scope in order to bring the costs down. Scope changes included discontinuation of plastic bags for yard waste (Required a change in City Ordinance) as they get stuck in the grinders, allowing for on-site grinding to reduce the number of truck loads needed for removal, and increasing the amount of yard waste that can remain on-site before the vendor is called to remove it (4,000 -5,000 tons). This reduces the number of trips the vendor has to make. The second bid also received only one response, but the prices were lower than the previous bid. Because Veransa was the sole bidder, the Public Works Director was able to negotiate the price down from $82.19 per ton to $64.54 per ton for the first year (FY2024).

[7] Invitation to Bid No. 230091-B-JL.

[8] Invitation to Bid No. 230143-B-PH.

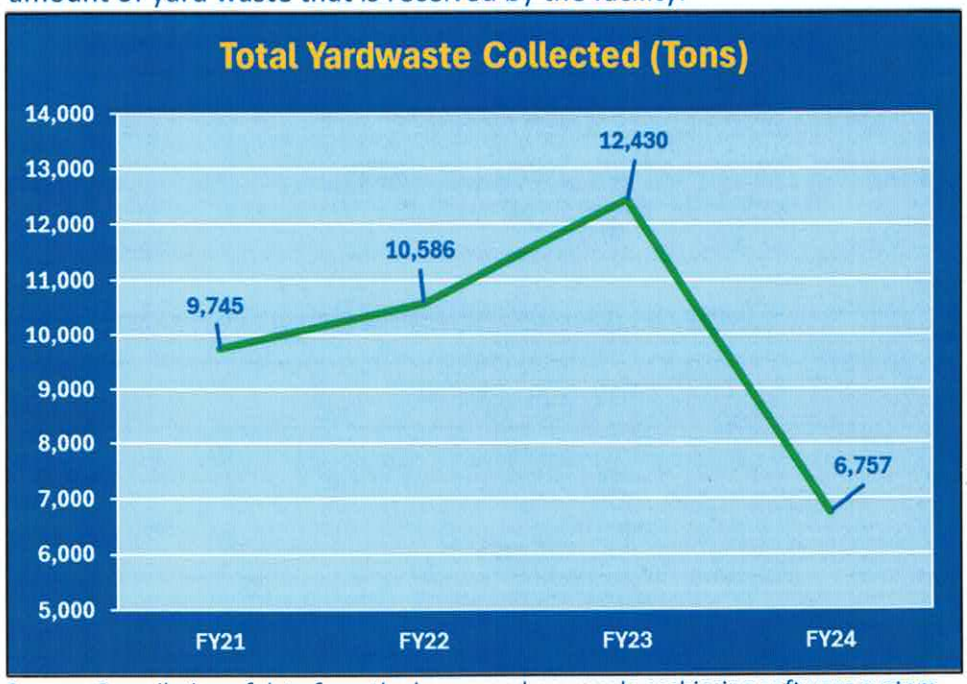
While increasing the yard waste user fees was necessary to offset the higher removal costs, the new fees have decreased the net revenue of the facility, which is simply calculated as total yard waste revenue minus the cost of disposal (See **Chart #1**). The net revenues have gone from $336,795 in FY2021 to $185,796 in FY2024. This coincides with a decrease in the amount of yard waste collected by the facility (See **Chart #2**)[9] since the increase in user fees were adopted. From FY2021 until FY2023, yard waste collections were steadily increasing, but in FY2024, they dropped off substantially. The data indicates that the higher user fees are having an impact on yard waste collection efforts, as customers are seeking alternative landfill facilities (Both private and public sector) that have more competitive prices. Additionally, the limited payment methods (Cash & check only) are also playing a role in lower yard waste collections, as staff has indicated that some customers decide to go elsewhere when they learn that credit cards are not accepted (See **Finding #5**).

Chart #1: Higher yard waste disposal costs, due to a new vendor contract executed in 2023, are negatively affecting its net revenue.

Source: Budget data.

[9] It's important to note that yard waste collected by the facility may not equal yard waste that was disposed of and invoiced by Veransa, due to factors like water weight where rainwater will saturate it as it sits on the property, and when it was actually collected versus disposed of, as some yard waste may be collected in one fiscal year but disposed of in the next fiscal year.

Chart #2: Higher yard waste disposal costs are negatively affecting the amount of yard waste that is received by the facility.



Source: Compilation of data from the legacy and new scale cashiering software system.

Recommendation(s):

As noted in the finding statement above, the reason for this finding is so the Board and senior management have as much information as possible to make changes (If any) to the current business model at the yard waste facility. Options range from maintaining the status quo to outsourcing the yard waste function to a private entity, and many options in between. Each option has many variables and merits its own discussion which is beyond the scope of this report.

Finding #4: The yard waste disposal contract was not approved as to form and correctness by the City Attorney, which is required by City ordinance.

As previously noted, the City has a contract with Veransa Group Inc. to remove the yard waste that accumulates at the yard waste facility. City Ordinance § 2-2- Appointment, Duties of City Attorney (b), states that the City Attorney:

"He shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the form and correctness thereof; no contract with the municipality shall take effect until such approval is so endorsed thereon".

While the BOC approved the agreement with Veransa Group Inc. on September 5, 2023, there is no proof of review or endorsement from the City Attorney. The contract was signed by the City Manager and the CEO of Veransa. Contract reviews are not only required by City ordinance, but they are also a prudent business practice and help protect the City from a document that me be legally insufficient or ambiguous.

Recommendation(s):

It is recommended that the Sanitation Division ensure that any contracts that are approved by the BOC, are also reviewed by the City Attorney before execution.

Finding #5: The yard waste facility's limited payment options are affecting its revenue.

Currently, the yard waste facility only accepts cash and checks, although some commercial customers who regularly use the facility can apply for a credit account for which they are billed monthly. However, not all customers are "Regular use" customers and only use the facility sparingly. With the increased user fees noted in this report, it is not uncommon to have charges for several hundreds of dollars, even for a typical homeowner who is disposing of yard waste and household items. Staff has indicated that there are times when customers decide to go elsewhere simply because of the limited payment options. Most customers today, whether commercial or residential do not carry much cash (If any at all), while carrying a check book is even more rare. Other City departments and divisions offer credit cards as a method of payment, so their acceptance would not be unique. The use of credit cards also exposes the City to less cash-handling risk and will decrease the likelihood of customer's going elsewhere based on payment options. This is important since the yard waste facility is part of the Sanitation Enterprise Fund, so any customers that decide to go elsewhere, will have a negative effect on the revenue of the fund which operates on user fees.

Recommendation(s):

In a time where yard waste removal fees are high and patronage is declining, the Division should examine every option to keep current customers and attract new ones. It is recommended that the yard waste facility explore credit cards as a payment option (Or another type of electronic payment) in order to possibly grow and/ or maintain their current customer base, while simultaneously reducing cash-handling risk. Additionally, if the Division decides to implement credit cards or other electronic payment options, it would be advisable to work with the Clerk's office as she is ultimately responsible for revenue collection in the City and her office already plays a role in the cash receipts process, which includes "Surprise" cash drawer audits and entering financial data into the Naviline system (See **Observation #3**). The IT and Finance Departments should also be involved with any new electronic payment system to ensure as much consistency across the City as possible.

Finding #6: Customers "Driving off" and "Refusing to pay" has resulted in lost revenue for the Division.

In FY2024, scale house customer's refused to pay the amount owed for their transactions 13 times for a loss of $3,923, while another 10 customers simply drove off without paying for a loss of $3,773, resulting in a total loss of $7,696. Staff has indicated that most of these transactions stem from disagreements about the amount owed, and/ or the inability to make partial payments. It is not clear how much of this money has been recouped.

A review of FY2024 voided tickets was performed to determine if proper controls exist around voided tickets. This included reviewing data from the legacy scale cashiering system (10/1/23 to 6/3/24) and data from the new scale cashiering system (6/4/24 to 9/30/24). Additionally, the auditor observed the scale house operations and interviewed staff to get a better understanding of the operations. <u>It is important to note that the above loss numbers are only from the new scale cashiering system because the old system only had reason codes listed for 5 of the 91 voided transactions, so the data was incomplete and there is no way of knowing what the reasons were for the voided transactions (See **Finding #7**). This suggests that the loss numbers from "Drive-offs" or "Refusals" could be higher.</u>

Customer's pull onto the scale to have their vehicle weighed. They then walk up to the service window and provide their driver's license (and a copy of their water bill if they are a City resident) to the facility operator. The operator will then select from a pre-defined list of material types that is in the software system and retain the customer's license until payment is made. The customer drives off the scale to unload their vehicle and then drives back on the scale to check out. The difference between the

customer's full and empty vehicle weight is calculated automatically by the scale cashiering system. The operator takes the payment and gives the customer their license back along with a receipt. Holding the customer's license should act as a deterrent to leaving without paying, however the cost of a replacement license is around $32 and is much less than most of the amounts that were reviewed in this analysis, which are several hundred dollars. If a customer does return to pick up their license, they are only charged a $50 fee, which is also less than most of the transactions reviewed. In other words, this is a loophole in the process, whereby a customer can run up a several hundred-dollar bill, and then simply return a day or two later and pay a $50 fee to retrieve their license. It is not clear how many customers actually came back to reclaim their license and pay the fee, but staff has indicated that they have a stack of licenses at the scale house.

Recommendation(s):

It is recommended that management devise a system to ensure payment is received from all customers. For example, if the Division decides to accept credit cards, they can take the card information at the beginning of the transaction (I.e. The initial weigh-in) and charge it afterwards, even if the customer decides they do not want to pay or simply drives off. Additionally, since a drivers license is required in order to proceed to the vehicle weight in, there is enough information to follow up for payment.

Finding #7: Controls over voided transactions are insufficient to safeguard the City's assets and protect employees.

During the same review of voided tickets mentioned above in **Finding #6**, it became apparent that there were no controls surrounding voided transactions. The data from the legacy scale cashiering system revealed that only 5 of the 91 voided transactions from 10/1/23 to 6/3/24 had a reason code associated with them. Whereas the data in the new cashiering system from 6/4/24 to 9/30/24 was more complete, as each voided transaction had a reason code associated with it. While the data in the new system is more complete, there is no supervisory review of voided transactions. Supervisory review is both a preventive and detective control that helps to ensure that employees cannot void transactions without having a valid reason or explanation for it. In this case, the risk is amplified because most transactions are in cash. Supervisory review also protects employees by having a supervisor sign-off on their work, so any questions or concerns can be addressed at that time.

Recommendation(s):

In addition to finalizing their set of standard operating procedures and policies for the yard waste facility, it is recommended that the Division create specific ones that directly relate to voided transactions and manually edited transactions.

Results: Observation(s)

Observation #1: The Division has been proactive and effective in its disaster recovery efforts for the City.

In March 2023, the Division entered into a contract with CrowderGulf Joint Venture Inc. to provide disaster debris removal services. The contract is an "As-needed" agreement that can be activated quickly after a disaster because it has already gone through the procurement process. In the aftermath of the recent hurricanes in 2024, the CrowderGulf contract was activated to initiate the clean-up of white goods, yard waste, and household waste. A total of 219,029 cubic yards of debris was collected by CrowderGulf, and the City was one of the first (If not the first) municipalities in the Tampa Bay area to be finished with their post-hurricane clean-up efforts. The Federal Emergency Management Agency (FEMA) is fully reimbursing the City's costs as it relates to the CrowderGulf contract.

Recommendation(s):

None.

Observation #2: The Division has taken advantage of the Municipal Recycling Grant provided by Pinellas County for the last two years.

The Municipal Recycling Grant (MRG) offered by Pinellas County is a reimbursement type grant to offset expenditures directly related to and in support of recycling programs. The grant reimburses expenses of participating municipalities in six categories: Equipment, personnel, operating expenses, products made with recycled content, public education campaigns, and construction of a recycling facility. The Sanitation Division received a total of $37,006 in the last two years ($18,495 in FY2023 and $18,511 in FY2024) under the operating expenses category for their work in promoting residential recycling carts with informational stickers explaining that the purpose of the carts was for recycled materials only and encouraged recycling in general.

Recommendation(s):

The Division should continue to take advantage of any grant program that benefits the City financially and helps to achieve the Division's goals.

Observation #3: The Division works with the Clerk's office to help ensure separation of duties with regards to cash and record keeping controls.

Every morning a member of the yard waste facility delivers the cash receipts log which details the amount of cash and checks received, along with the daily transaction reports and bank deposit slips. The clerk's staff ensures that the payments received reconcile with transaction balance sheet reports. They then enter the information into the Naviline system. This is a solid control that ensures that the people who are performing the transactions and collecting the money, are separate from the ones who are doing the record keeping. The Clerk's office also performs "Surprise" cash drawer audits to ensure that cash drawers are not being shared, cash and checks are secured in the on-site safe, and the cash drawers are balanced throughout the day.

Recommendation(s):

The Division should continue to work with the Clerk's office to maintain strong cash and record handling controls. Also, they should consider working with the Clerk concerning any new payment systems that may be implemented in the future, as the Clerk is responsible for the City's revenue collection and her office already plays a role in the cash receipts process.

Management Response

The City Manager, Public Works Director, and Sanitation Supervisor have been afforded an opportunity to respond to this report. Their response(s) are attached.

City of Tarpon Springs
Public Works – Solid Waste Division (formerly Sanitation Division)
February 03, 2025

Response to Audit Findings

Finding #1: Need for a More Modern Approach to Contract Data Management

The Solid Waste Division (SWD) recognizes the need to modernize its data tracking process. Moving to an electronic format like Excel will streamline operations and improve contract negotiations. SWD will train staff to ensure a smooth transition.

Finding #2: Lack of Comprehensive Standard Operating Procedures (SOPs) and Policies

SWD created drafts for its SOPs and policies and is working on finalizing them. Completion remains a priority so staff can maintain consistency and efficiency in both solid waste and yard waste operations.

Finding #3: Increased Yard Waste Disposal Costs and Declining Intake

SWD recognizes the financial impact of rising yard waste disposal costs and the challenges posed by declining intake. To address this, SWD is actively working with Procurement Services to explore possible solutions, including rebidding the contract or piggybacking an existing contract with lower pricing. These efforts are aimed at reducing costs.

Finding #4: Yard Waste Disposal Contract Not Approved by City Attorney

Going forward, SWD will ensure that every contract is reviewed by the City Attorney for legal sufficiency before execution. Compliance with City policies and procedures will be strictly adhered to for all future agreements.

Finding #5: Limited Payment Options at the Yard Waste Facility

SWD recognizes that expanding payment options will enhance customer convenience and increase revenue. SWD met with vendors to discuss the logistics needed to integrate a system compatible with the City's existing software which will allow credit card payments. Recently, SWD upgraded the scale house system, which improved efficiency and accuracy. SWD remains committed to identifying the best solution to integrate electronic payment methods successfully. SWD will work with the City Clerk, IT, and Finance Department to implement electronic payment methods, including credit card transactions.

Finding #6: Revenue Loss Due to Customers Driving Off or Refusing to Pay

SWD acknowledges the issue of revenue loss due to customers driving off or refusing to pay and will take enforcement measures to install an electronic gate system controlled by employees to regulate access, and/or install signage and cameras to capture license plate numbers and deter non-payment.

Finding #7: Insufficient Controls Over Voided Transactions

To protect City assets and employees, SWD is implementing Daily Automated Void Reports to increase accountability and transparency concerning voided transactions. These reports document all voided transactions, including the employee responsible, the reason for the void, and transaction details. This system helps to identify patterns, detect discrepancies, and ensure compliance with financial controls, reducing the risk of errors or potential misuse. By establishing a clear audit trail, SWD aims to safeguard City funds while streamlining oversight without disrupting daily operations.

Automated Reporting

The cashiering system will generate a detailed report at the end of each business day, listing all voided transactions along with relevant details, such as:

- **Transaction date and time**
- **Employee ID who processed the void**
- **Reason code for void**
- **Transaction amount**
- **Payment method (cash, credit, etc.)**
- **Frequency of voids by employee**

This automated approach ensures consistent monitoring, reduces the potential for unauthorized voids, and provides a structured review process to maintain financial integrity.

Response to Audit Objectives

Objective #1: Establishing Comprehensive Policies and SOPs

SWD is committed to finalizing and enforcing clear SOPs and policies. Standardizing operations will increase accountability and improve service delivery.

Objective #2: Effective Management of the Waste Management (WM) Contract

SWD will manage the WM contract closely and integrate improved tracking mechanisms to improve oversight. Implementing digital record-keeping will allow staff to monitor contract compliance more effectively and address concerns with the Contractor to rectify.

Objective #3: Effective Management of the Yard Waste Facility

SWD is taking proactive steps to improve operations, including expanding payment options and strengthening security measures to prevent revenue loss.

Conclusion

SWD appreciates the Internal Auditor's thorough review and take these recommendations seriously. SWD is committed to implementing improvements that will increase operational efficiency, financial oversight, and service delivery. SWD will provide an update in six months to inform you of the progress of its efforts.

Solid Waste Division
City of Tarpon Springs

CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
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(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: City Commission

From: Charles Rudd, City Manager

Date: 2/13/2025

Subject: Consideration of retaining one attorney firm instead of two and changing meeting nights to second and fourth Tuesdays to accommodate attorney's schedule.

For approximately six months, the city has retained two firms to provide legal services, in addition to our labor attorney. Unice Salzman Jensen P.A. is currently under contract and Dickman Law Firm P.A. is essentially on a month-to-month basis with no contract in place. This arrangement was due to the Unice Salzman Jensen P.A. firm being unable to cover all the board/committee/commission meetings and having a prior contractual commitment on the first and third Tuesdays when the BOC meetings are held here in Tarpon Springs. While we enjoyed the benefit of the expertise of two different firms, it has been cumbersome with staff not being sure with which attorney to work, send items for review, consult, etc. Additionally, we have not been able to finalize a contract with Dickman Law Firm due to a number of issues including the reporting structure. The Unice Salzman Jensen P.A. firm has recently increased the number of attorneys and can now accommodate our meeting load. The only remaining factor would be to change our meeting nights to the second and fourth Tuesdays of the month. Staff feels returning to one firm representing the city would streamline and simplify our process.

I recommend we return to working with one firm, Unice Salzman Jensen P.A., and change our BOC meeting nights to second and fourth Tuesdays effective March 2025.

RESOLUTION 2025-18

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-12 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO FEBRUARY 18, 2025, AND RATIFYING EXECUTIVE ORDER 2025-14 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO FEBRUARY 25, 2025, 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 2025-12 extending the declaration of local State of Emergency through February 18, 2025, and Executive Order 2025-14 extending the declaration of local State of Emergency through February 25, 2025.

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 2025-12 and 2025-14.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-12

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 February 11, 2025; 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 11th day of February 2025, 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 11th day of February 2025, and shall be effective until February 18, 2025, 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 11th day of February, 2025.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-14

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 February 18, 2025; 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 18th day of February 2025, 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 18th day of February 2025, and shall be effective until February 25, 2025, 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 18th day of February, 2025.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2025-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-13 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO FEBRAURY 18, 2025; AND RATIFYING EXECUTIVE ORDER 2025-15 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO FEBRUARY 25, 2025; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Hurricane 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 Executive Order 2025-13 extending the declaration of local State of Emergency through February 18, 2025, and issued Executive Order Executive Order 2025-15 extending the declaration of local State of Emergency through February 25, 2025

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 2025-13 and 2025-15.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-13

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 has extended a State of Emergency effective February 11, 2025; 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 11th day of February 2025, 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 11th day of February 2025, and shall be effective until February 18, 2025, 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 11th day of February, 2025.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-15

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 has extended a State of Emergency effective February 18, 2025; 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 18th day of February 2025, 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 18th day of February 2025, and shall be effective until February 25, 2025, 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 18th day of February, 2025.

_____
Charles Rudd, City Manager

ATTEST:

_____
Irene S. Jacobs, CMC, City Clerk & Collector

City of Tarpon Springs, Florida

324 EAST PINE STREET
POST OFFICE BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 938-3711
FAX (727) 937-8199

CHARLES RUDD
CITY MANAGER

MEMORANDUM

TO: **HONORABLE MAYOR AND BOARD OF COMMISSIONERS**

FROM: **CHARLES RUDD, CITY MANAGER**

DATE: **FEBRUARY 18, 2025**

SUBJECT: **REAPPOINTMENT OF TEMPORARY PART-TIME SENIOR ADMINISTRATOR**

Recommendation
The following recommendations are presented for Board approval:

1. Maintain the current temporary part time position of **Senior Administrator** to assist the City Manager with experienced senior administration for various processes, policies, research, and special projects citywide (see *Attachment 1 – Job Functions*). The term of this position is recommended to be extended up to an additional 3 months (until June 7, 2025).
2. Reappoint Paul Smith, as temporary part-time Senior Administrator, effective March 7, 2025 through June 7, 2025. Mr. Smith will be working part-time as a non-exempt, hourly employee. The average weekly hours for this position is anticipated to be 20 hours or less.

Background
This position was originally approved in March 2024 to assist the City Manager with administration, including transitioning to new Public Services Department leadership. Mr. Paul Smith has been serving in this position and has also assisted with various special projects. He is currently assisting with recruitments for key City positions, and I am requesting his appointment be extended to allow these processes and other assigned projects to continue towards completion. The original approved term of the temporary position was 6 months, which expires on March 7, 2025.

I am recommending reappointing Mr. Smith to this position for up to an additional 3 months (until June 7, 2025). The average weekly hours for this position is anticipated to be 20 hours or less. As a temporary employee he is not eligible for sick leave, vacation leave, City benefits or monthly car allowance.

This position will be funded by the water and sewer enterprise fund payroll, utilizing available funding from unfilled positions. The Senior Administrator position is Wage Grade 27 with a current range of $40.7399 - $67.2341 hourly. His rate of pay will remain unchanged at the rate of $62.8130 per hour.

Attachment 1

CITY OF TARPON SPRINGS
JOB FUNCTIONS

JOB TITLE: SENIOR ADMINISTRATOR, TEMPORARY PART TIME
DEPARTMENT: CITY MANAGER
REPORTS TO: CITY MANAGER
DEPT. HEAD: CITY MANAGER
FLSA STATUS: NON-EXEMPT
CIVIL SERVICE: NO
LAST REVISION: FEBRUARY 2024

GENERAL STATEMENT OF JOB

Under limited supervision, performs highly responsible administrative work under the general direction of the City Manager. Utilizes independent judgment and initiative to provide the City Manager assistance in effective and efficient administrative operations within various departments as assigned. Works with City staff to address special problems and/or specific concerns. Conducts and/or oversees administrative studies, reports, and analyses, and develops recommendations as assigned by the City Manager.

Essential Functions include:

1. Assists with developing plans to achieve City goals and objectives. Conducts and/or oversees administrative studies, reports, and analyses, and develops recommendations as assigned by the City Manager.
2. Assists the City Manager by providing administrative research and special projects.
3. Serves as project manager or coordinator for special activities as assigned by the City Manager.
4. Assists the City Manager through mentoring, training, and assisting assigned leadership staff in City processes and administration.
5. Submits oral and written reports to the City Manager on a variety of special assignments.
6. Develops procedures for implementing changes in organization and administrative systems as directed by the City Manager.
7. Reviews and evaluates reports from departments, recommends revisions or further research, and approves drafts and reports.
8. Prepares agenda items to the Board of Commissioners as directed by the City Manager.
9. Performs other duties as required.

While many of the duties involved with this position are considered “office work”, some travel in the City to inspect sites or meet with citizen(s) is required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RESOLUTION No. 2025-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING RE-APPOINTMENT OF A TEMPORARY PART-TIME STAFF POSITION OF SENIOR ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE OF MARCH 7, 2025.

WHEREAS, the City Manager requires experienced administrative staff with specialized skills to provide assistance in effective and efficient administrative operations within various departments as assigned; and

WHEREAS, the City Manager's office is undertaking numerous strategic projects and administrative activities that will be assisted by specific experience in various areas of administration and operations; and

WHEREAS, temporary part time staffing provides flexible and cost-effective experienced staff resources; and

WHEREAS, pursuant to Section 16(d) of the City of Tarpon Springs Charter, the City Manager requests that the Board of Commissioners approve the re-appointment of the temporary staff position of Senior Administrator; and

WHEREAS, the Board of Commissioners finds that it is in the best interests of the City to maintain a temporary, part-time staff position to assist with the administrative duties assigned by the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. Pursuant to the requirements of Section 16 (d) of the Charter of the City of Tarpons Springs, the City Manager does hereby recommend, and the Board of Commissioners does hereby approve, the re-appointment of a temporary part-time position of Senior Administrator to assist the City Manager.

Section 2. The job duties and functions of the Senior Administrator shall be as set forth in the job description, which is attached hereto and incorporated herein by reference.

Section 3. The term of this position shall be up to 3 months on from the effective date unless otherwise extended by the Board of Commissioners.

Section 4. This resolution shall be effective March 7, 2025.

RESOLUTION 2025-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS SUPPORT OF A PINELLAS COUNTY GRANT APPLICATION FOR THE ELEVATION OF TRAFFIC SIGNAL CABINETS THROUGHOUT PINELLAS COUNTY AND IN THE CITY OF TARPON SPRINGS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs is committed to enhancing infrastructure resiliency in response to increasing environmental challenges, including hurricanes, flooding, and other extreme weather events; and

WHEREAS, traffic signal cabinets play a vital role in maintaining safe and efficient transportation systems, and their elevation will mitigate the risk of damage from storm surge, flooding, and other natural disasters; and

WHEREAS, ensuring the continued operation of traffic signals during and after severe weather events will significantly improve post-storm recovery efforts, reduce traffic congestion, and enhance public safety for residents and emergency responders; and

WHEREAS, the elevation of traffic signal cabinets will contribute to greater mobility and accessibility, ensuring that transportation networks remain functional for all users, including pedestrians, cyclists, and motorists; and

WHEREAS, the City of Tarpon Springs recognizes that infrastructure improvements such as these will support economic stability by minimizing disruptions to local businesses and essential services during and after extreme weather events; and

WHEREAS, Pinellas County is seeking Hazard Mitigation Grant Funding (HMGP) grant funding to implement this critical project County-wide, which will provide significant regional benefits and align with the City of Tarpon Springs' commitment to sustainability and disaster preparedness; and

WHEREAS, the City of Tarpon Springs Board of Commissioners fully supports this grant application and recognizes the long-term advantages it will provide to the community and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City of Tarpon Springs Board of Commissioners hereby expresses its full support for Pinellas County's HMGP grant application to elevate traffic signal cabinets throughout the County, including within the City of Tarpon Springs.

Section 2. This Resolution shall take effect immediately upon its adoption.

RESOLUTION 2025-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-11 ALLOWING FOR AN EXTENSION TO CONNECT TO THE CITY'S PUBLIC SEWER SYSTEM DUE TO THE STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS FROM HURRICANE HELENE AND HURRICANE MILTON; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, a State of Local Emergency was declared for the City of Tarpon Springs, by Executive Order 2024-05 on September 24, 2024, due to the threat of Hurricane Helene; and

WHEREAS, a State of Local 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, both Hurricane Helene and Hurricane Milton have since had serious impacts on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene and Hurricane Milton have 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 Tarpon Springs has declared a State of Local Emergency which is ongoing; and

WHEREAS, the Board of Commissioners of Pinellas County have also declared a State of Emergency for both Hurricane Helene and Hurricane Milton which is ongoing; and

WHEREAS, on January 17, 2025, Governor Ron Desantis extended Executive Order 24-208 via Executive Order Number 25-10, which has been renewed for an additional sixty (60) days from the date of Executive Order Number 25-10 due to the impacts of Hurricane Helene; and

WHEREAS, on January 31, 2025, Governor Ron Desantis, extended Executive Order 24-214, as amended by Executive Order Number 24-215, via Executive Order Number 25-26, which has been renewed for an additional sixty (60) days from the date of Executive Order Number 25-26 due to the impacts of Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes, provides that a political subdivision has the power and authority 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, Certain Tarpon Springs homeowners received an Official Notice letter dated March 25, 2024, regarding Seabreeze Drive Sanitary Sewer System Mandatory Connection Information packet; and

WHEREAS, the Official Notice states that the property owner has 365 days to connect to the new system; and

WHEREAS, due to the hardships that many property owners are experiencing as a result of both Hurricanes Helene and Milton, the Board of Commissioners desires to allow an extension of time for mandatory connection to the public sewer system to ensure the health, safety and welfare of the citizens and property of those within the City of Tarpon Springs.

WHEREAS, City Manager Charles Rudd has approved Executive Order 2025-11 providing a limited six (6) month extension to mandatory connection to the sanitary sewer system for the property owners on Seabreeze Drive.

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 Order 2025-11.

Section 2. This Resolution shall take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-11

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF TARPON SPRINGS, FLORIDA, ALLOWING FOR AN EXTENSION TO CONNECT TO THE CITY'S PUBLIC SEWER SYSTEM DUE TO THE STATE OF LOCAL EMERGENCY FOR TARPON SPRINGS FROM HURRICANE HELENE AND HURRICANE MILTON AND THEIR IMPACT ON THE RESIDENTS AND PROPERTY OF THE CITY.

WHEREAS, a State of Local 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, a State of Local 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, both Hurricane Helene and Hurricane Milton have since had serious impacts on the residents and property of Tarpon Springs; and

WHEREAS, Hurricane Helene and Hurricane Milton have 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 Tarpon Springs has declared a State of Local Emergency for both Hurricane Helene and Hurricane Milton which is ongoing; and

WHEREAS, the Board of Commissioners of Pinellas County have also declared a State of Emergency which is ongoing; and

WHEREAS, on January 17, 2025, Governor Ron Desantis extended Executive Order 24-208 via Executive Order Number 25-10, which has been renewed for an additional sixty (60) days from the date of Executive Order Number 25-10 due to the impacts of Hurricane Helene; and

WHEREAS, on January 31, 2025, Governor Ron Desantis, extended Executive Order 24-214, as amended by Executive Order Number 24-215, via Executive Order Number 25-26, which has been renewed for an additional sixty (60) days from the date of Executive Order Number 25-26 due to the impacts of Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes, provides that a political subdivision has the power and authority 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, Certain Tarpon Springs homeowners received an Official Notice letter dated March 25, 2024, regarding Seabreeze Drive Sanitary Sewer System Mandatory Connection Information packet; and

WHEREAS, the Official Notice states that the property owner has 365 days to connect to the new system; and

WHEREAS, due to the hardships that many property owners are experiencing as a result of both Hurricanes Helene and Milton, a six month extension of time has been allotted for mandatory connection to the public sewer system to ensure the health, safety and welfare of the citizens and property of those within the City of Tarpon Springs.

NOW, THEREFORE, IT IS DECLARED by this Executive Order of the City Manager of the City of Tarpon Springs this 12th day of February, 2025, that:

Section 1. Hurricane Helene and Hurricane Milton have had a serious impact on the citizens and property of the residents of the City of Tarpon Springs, Florida.

Section 2. An extension of six (6) months is granted for those property owners that are subject to the mandatory connection to the sanitary sewer system.

Section 3. The affected property owners have until August 12, 2025, to connect to the City's sanitary sewer system.

Section 4. This extension shall not apply to property owners who have a failing septic system or if the septic system needs repair or modification to function in a sanitary manner or to comply with the requirements of state law or administrative regulations. Those property owners who have a failing septic system or if the system is in need of repair or modification, are subject to the City of Tarpon Springs Code Section 20-22 and Section 381.00655, Florida Statutes.

Dated this 12th day of February, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC
City Clerk & Collector

Memorandum

Date: February 18, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2025-14**: Final Subdivision Plat for North Lake Estates Subdivision (Application 24-37)**(Renea Vincent Planning and Zoning Director)(Quasi-Judicial)**

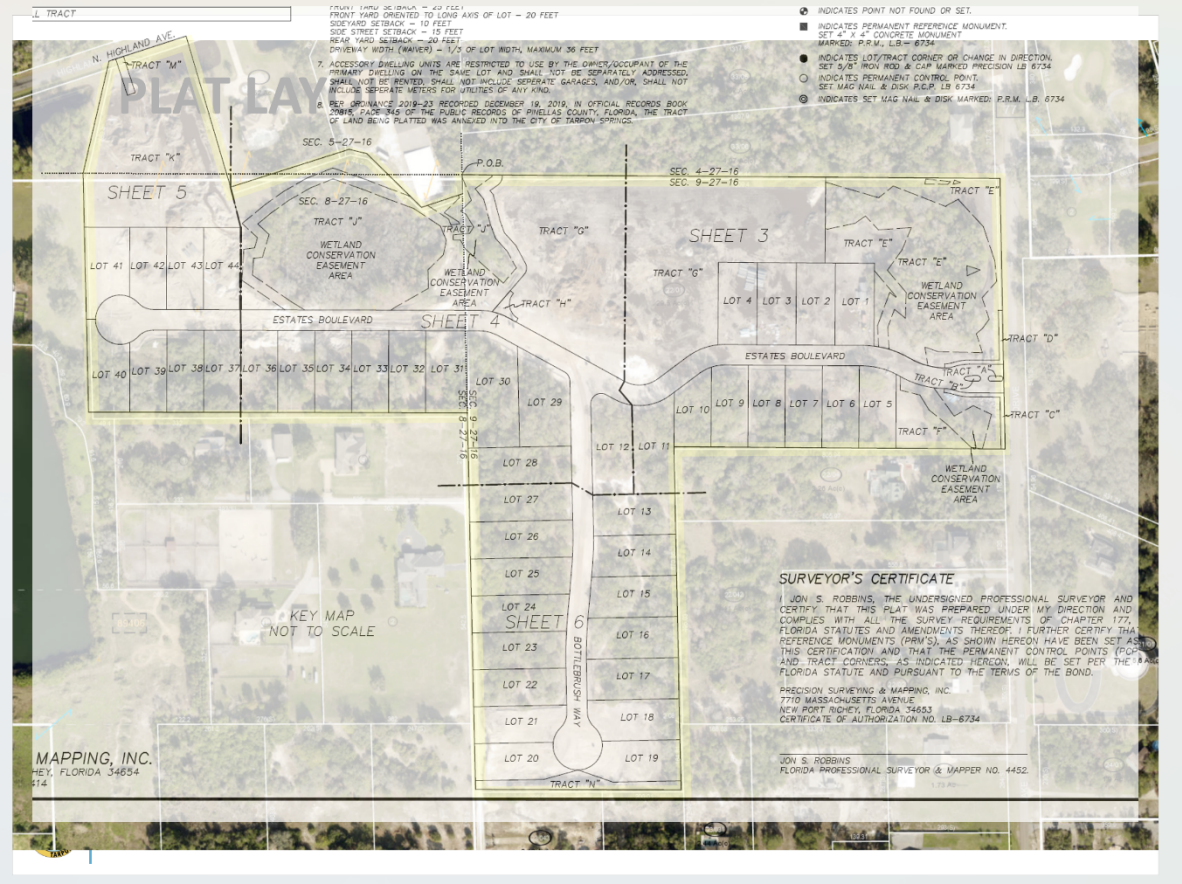
Recommendation

Adopt Resolution 2025-14 approving the final plat entitled *"North Lake Estates."*

Background

Located north of Keystone Road, this subdivision contains 44 single family detached dwelling lots. The Site Plan for this plat was approved by the Board of Commissioners on September 14, 2021. under Resolution 2021-50. A portion of the infrastructure has been constructed. The remainder has been properly bonded with two irrevocable, standby letters of credit. Remaining construction includes earthwork, roadway construction, storm sewer construction, water distribution installation, and sanitary sewer installation (including lift station and force main), and completion of on-site wetland mitigation. The approved Engineer's Certified Estimates are included with this agenda packet. The proposed plat was reviewed and approved by the Technical Review Committee, the City's Consulting Engineer, and, the City's Consulting Surveyor. The proposed final plat is in compliance with Article X. – Subdivision Regulations, of the City's Land Development Code and with Florida Statutes Chapter 177.

The project is also subject to an active Development Agreement (included in the package) which was approved on December 3, 2019 (Resolution 2019-38) and amended on June 9, 2020 (Resolution 2020-20). The duration of the Development Agreement is 10 years from the effective date (June 9, 2020), or, the "the date on which construction of the Project is complete and the issuance of a Certificate of Occupancy for the last single family residence anticipated herein," whichever occurs first. The project is currently in compliance with the terms of the Development Agreement.



Funding

Not applicable.

Strategic Plan Objective

Not applicable.

NORTH LAKE ESTATES FINAL SUBDIVISION PLAT APPLICATION #24-37

Board of Commissioners – February 18, 2025

CITY OF TARPON SPRINGS
PLANNING & ZONING DEPARTMENT

REQUEST

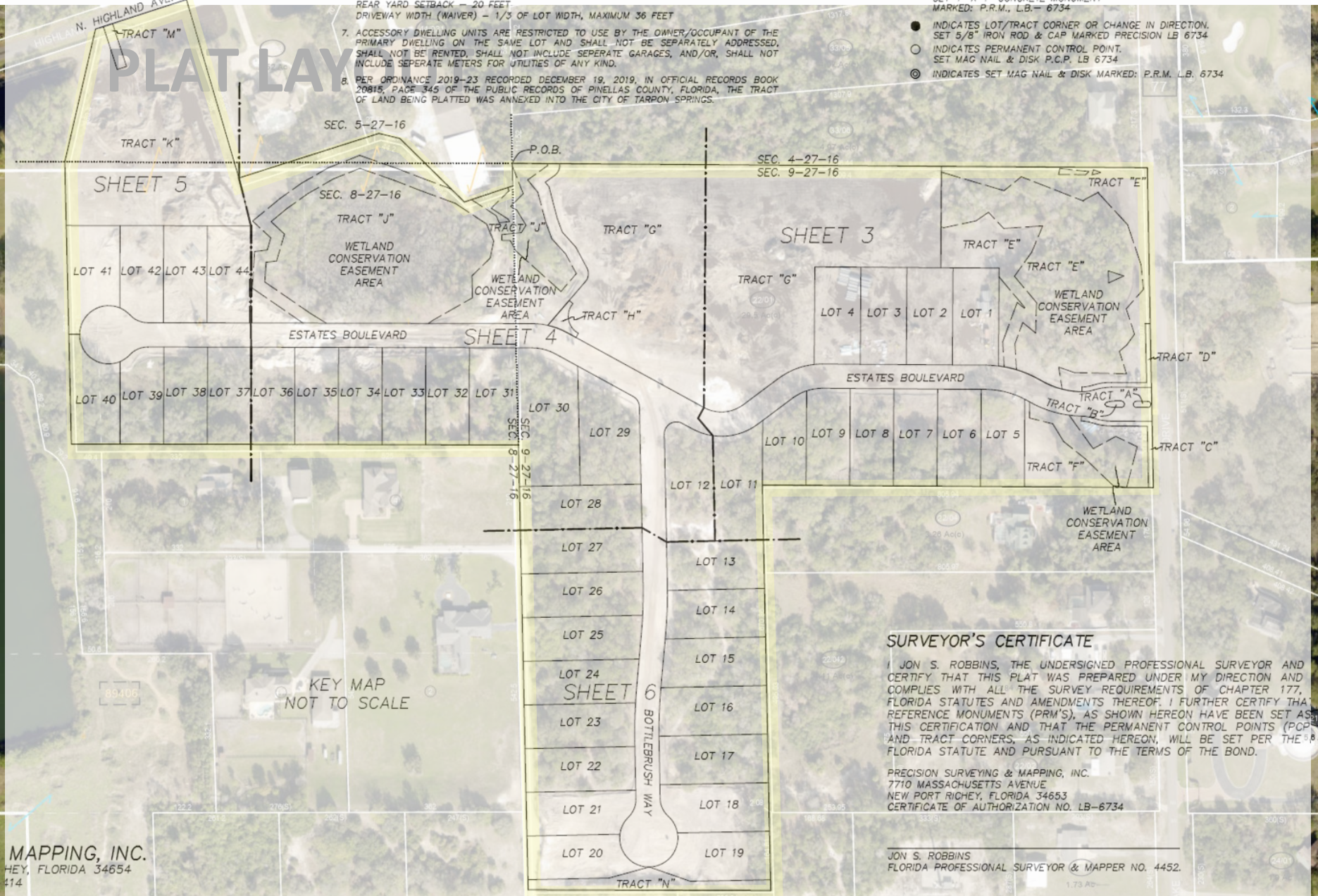
- **24-37 – North Lake Estates – Final Plat**
- **Owner/Applicant: GGR Holdings I, Llp** / George P. Stamas
- Streets will be dedicated to the public. Utilities are provided by Pinellas County Utilities.
- Includes HOA-maintained stormwater management system and wetland mitigation.
- All drainage and utility easements across private property contain emergency access rights to the City.
- Plat approval includes bond for remaining infrastructure
  - **Irrevocable letter of credit provided**
  - **$556,359 Total Bond Amount (includes a 25% contingency)**
  - **Total project infrastructure costs estimated at approximately $4,253,001**

Staff recommends adoption of Resolution 2024-14 approving the final plat.

SIDEYARD SETBACK – 10 FEET
SIDE STREET SETBACK – 15 FEET
REAR YARD SETBACK – 20 FEET
DRIVEWAY WIDTH (WAIVER) – 1/3 OF LOT WIDTH, MAXIMUM 36 FEET

7. ACCESSORY DWELLING UNITS ARE RESTRICTED TO USE BY THE OWNER/OCCUPANT OF THE PRIMARY DWELLING ON THE SAME LOT AND SHALL NOT BE SEPARATELY ADDRESSED, SHALL NOT BE RENTED, SHALL NOT INCLUDE SEPERATE GARAGES, AND/OR, SHALL NOT INCLUDE SEPERATE METERS FOR UTILITIES OF ANY KIND.
8. PER ORDINANCE 2019-23 RECORDED DECEMBER 19, 2019, IN OFFICIAL RECORDS BOOK 20815, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THE TRACT OF LAND BEING PLATTED WAS ANNEXED INTO THE CITY OF TARPON SPRINGS.

■ INDICATES PERMANENT REFERENCE MONUMENT. SET 4" X 4" CONCRETE MONUMENT MARKED: P.R.M., L.B.– 6734
● INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION. SET 5/8" IRON ROD & CAP MARKED PRECISION LB 6734
○ INDICATES PERMANENT CONTROL POINT. SET MAG NAIL & DISK P.C.P. LB 6734
◎ INDICATES SET MAG NAIL & DISK MARKED: P.R.M. L.B. 6734



SURVEYOR'S CERTIFICATE

I JON S. ROBBINS, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND AMENDMENTS THEREOF. I FURTHER CERTIFY THAT REFERENCE MONUMENTS (PRM'S), AS SHOWN HEREON HAVE BEEN SET AS THIS CERTIFICATION AND THAT THE PERMANENT CONTROL POINTS (PCP) AND TRACT CORNERS, AS INDICATED HEREON, WILL BE SET PER THE FLORIDA STATUTE AND PURSUANT TO THE TERMS OF THE BOND.

PRECISION SURVEYING & MAPPING, INC.
7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
CERTIFICATE OF AUTHORIZATION NO. LB-6734

JON S. ROBBINS
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4452.

RESOLUTION No. 2025-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING THE NORTH LAKE ESTATES FINAL SUBDIVISION PLAT (APPLICATION #24-37); ACCEPTING ALL OFFERS OF DEDICATION AS DESCRIBED IN SAID PLAT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO CERTIFY APPROVAL THEREON; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 14, 2021 the Board of Commissioners adopted Resolution 2021-50 granting Final Planned Development approval for the North Lake Estates residential planned development; and,

WHEREAS, all required infrastructure improvements have been constructed or bonded as required by Land Development Code Sections 164.03 and 164.04; and,

WHEREAS, GGR Holdings I, LLP, George P. Stamas, has caused the Final Plat for North Lake Estates to be drawn for the subject parcels of land; and,

WHEREAS, the Final Plat meets the requirements of Section 164.05, Final Subdivision Plat Review, of the Tarpon Springs Comprehensive Zoning and Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. APPROVAL

The Final Plat of North Lake Estates, prepared by Jon S. Robbins, Florida Professional Surveyor and Mapper No. 4452, is hereby approved.

Execution of the plat by the Mayor will indicate that all requirements of the Land Development Code have been satisfied and shall constitute dedication and acceptance of all improvements, easements, and rights specified on the Final Plat.

The Mayor and the City Clerk are hereby authorized to endorse this approval by the Board of Commissioners on the Final Plat.

Tax parcel numbers: 08-27-16-89406-000-0010 and 09-27-16-00000-220-0100

Section 2. EFFECTIVE DATE

This Resolution shall be effective upon adoption.

DRAFT

Final Subdivision Plat Application

Affidavit of No Liens

I, 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, certify that George P Stamas is duly designated as the agent for the owner, that the agent is authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I assent to the City's Comprehensive Plan as it applies to the property. Further, it is understood that this application must be complete and accurate and the appropriate fee paid prior to processing.

Date: 11/20/24. Title Holder: GEL ITIEL.

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of November, A.D., 2024 by George P. Stamas Sec/treas who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Michelle Demers

Signature: Michelle Demers

Stamp:

Notary Public State of Florida
Michelle Demers
My Commission
HH 198818
Exp.11/15/2025

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

January 16, 2025

Ken Burke
Clerk of Circuit Court
Pinellas County
315 Court Street
Clearwater, Florida 33557

RE: GGR Holdings, LLP
(See attached Legal)

Dear Mr. Burke:

This is to certify that, as of this date, the Public Records of the City of Tarpon Springs, Florida, indicate that there are no liens against the property described in the attached Exhibit "A".

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

Enclosure: Exhibit A

City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5611
FAX (727) 937-1137

RENEA VINCENT, AICP, CPM
DIRECTOR

TO: **IRENE JACOBS, CITY CLERK AND COLLECTOR**

FROM: **PATRICIA L. MCNEESE, AICP, PLANNING SUPERVISOR** PLM

DATE: **JANUARY 15, 2025**

RE: **APP # 24-37 – NORTH LAKE ESTATES**

In accordance with Section 164.05(H) of the Land Development Code, I would appreciate your office providing the Planning & Zoning Department with a special assessment liens search for the above captioned subdivision. The tax parcels # are:

08-27-16-89406-000-0010
09-27-16-00000-220-0100

The plat has not yet been scheduled for review before the Board of Commissioners. It will be scheduled once the lien search is completed. In order to proceed with recordation upon the Official Records of Pinellas County the requisite Letter of No Liens must accompany the plat.

We appreciate your assistance with this.

cc: File: App #24-37 – North Lake Estates

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

January 15, 2025

Planning and Zoning Department
c/o Patricia L. McNeese, AICP – Planning Supervisor

RE: Assessment search for APP #24-37 – North Lake Estates

Legal Address: 2270 N. Highland Avenue

Legal Description: Tampa & Tarpon Springs Land Co NE ¼, Sec 08-27-16 Part of Lots 1, 2, & 3 & Vac RD E of SD Lot 1 Together with Part of SE ¼ of SE ¼ of Sec 05-27-16 All Desc Com NE Cor of SD Sec 08-27-16 TH S01D27'42"E 46.22ft for POB TH S01D27'41"E 533.97ft TH N89D5737'
08/27/16/89406/000/0010

(X) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Property use: Single Family Home

(X) Building Permits: Permit Number: 22-1345 - $19,210.72

(X) There is currently Code Enforcement lien against the real property located at Light House Drive, parcel number 14/27/15/96919/000/0001 in the name of G G R Parkside, LLP (code enforcement liens attached to the name).
The Case Number 17-80000629, $108,396.10 pay-off effective thru February 28, 2025.

Breakdown:		
	Principle	$69,200.00
	Prosecution cost	$143.00
	Interest	$38,990.60
	Administrative fee	$25.00
	Recording fees	$27.50
	Satisfaction fee	$10.00

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos
Deputy City Clerk & Collector

Application Inquiry

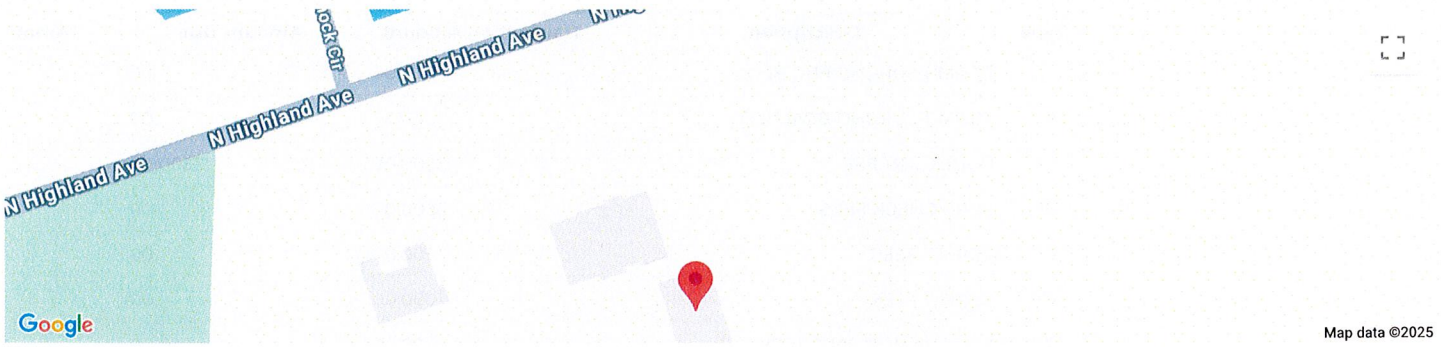
Application 22-00001345

Collapse All

Property Information

Address: 2270 N HIGHLAND AVE
TARPON SPRINGS, FL 346888955
Location ID: 280008239
Owner name: GGR HOLDINGS I, LLP
Parcel Number: 08 27 16 89406 000 0010
Alternate ID:
Zoning: NA NOT APPLICABLE
Subdivision: TAMPA & TARPON SPRINGS LAND CO

Property Map



Application Information

Application Description: IN EPR / SITE FOR NORTH LAKE ESTATES
Application status: PERMIT PRINTED
Status Date: 7/02/2024
Application type: SITE WORK, SUBDIVISION INFRASTRUCTURE NEW
Application date: 6/03/2022
Tenant name/number: NORTH LAKE ESTATES
Valuation: 1800000
Square footage: 0
Public building: NO
Reviewed by: DGL DAVE GILSON
Pin number: 448590
Entered by: MDINENNO

Contractor Information

Contractor Name: PIONEER DEV OF AMERICA
Contractor Number: 25-00039220
Type: CONTRACTOR/GEN./CLAS
Status: ACTIVE

Contractor Requirements	Doc Number	Exp Date
STATE LICENSE	CGC036125	8/31/2026
PCCLB COMPETENCY CARD	N/A	8/31/2026
PRIVATE PROVIDER COI		8/31/2026
Certificate of Insurance		8/31/2026
Workers' Comp		8/31/2026

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number	Permit Description	Pmt Seq	Min	Max

No outstanding inspections exist

Location Inquiry With Balance Due

Location Address

2270 N HIGHLAND AVE

City, State, Zip

TARPON SPRINGS FL 346888955

Name

GGR HOLDINGS I, LLP COMPANY

Address

46 W LEMON ST

Location ID

280008239

Parcel Number

08 27 16 89406 000 0010

Application	Amount Due	Detail History
Accounts Receivable/Special Assessment	.00	No activity
Building Permits	19210.72	
Business Licenses	.00	No activity
Code Enforcement	.00	No activity
Planning & Engineering	.00	Not Authorized
Current Tax Due	.00	No activity
Utility Billing	.00	No activity

Global Location Inquiry - Building Permit Applications

Property Address

2270 N HIGHLAND AVE

Parcel Number

08 27 16 89406 000 0010

Export

Option	Year	Number	Type	Status	Date	Number	Name
	24	00000372	SEA1	PP	02/26/2024		
	22	00001345	SITS	PP	06/03/2022		NORTH LAKE ESTATES

1

Parcel Summary (as of 15-Jan-2025)

Parcel Number

08-27-16-89406-000-0010

Owner Name
G G R HOLDINGS I LLP

Property Use
0110 Single Family Home

Site Address
2270 N HIGHLAND AVE
TARPON SPRINGS, FL 34688

Mailing Address
46 W LEMON ST
TARPON SPRINGS, FL 34689-3622

Legal Description
TAMPA & TARPON SPRINGS LAND CO NE 1/4, SEC 08-27-16 PART OF LOTS 1, 2 & 3 & VAC RD N OF SD LOTS 1, 2 & 3 & VAC RD E OF SD LOT 1 TOGETHER WITH PART OF

Current Tax District
TARPON SPRINGS (TS)

Year Built
2001

Living SF	Gross SF	Living Units	Buildings
993	1,320	1	1

Parcel Map

Exemptions

Year	Homestead	Use %	Status
2026	No	0%	
2025	No	0%	
2024	No	0%	

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
20004/0966	$1,369,900	273.09	A	Current FEMA Maps	Check for EC	Zoning Map	H1/116

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	$1,155,246	$939,640	$939,640	$1,155,246	$939,640

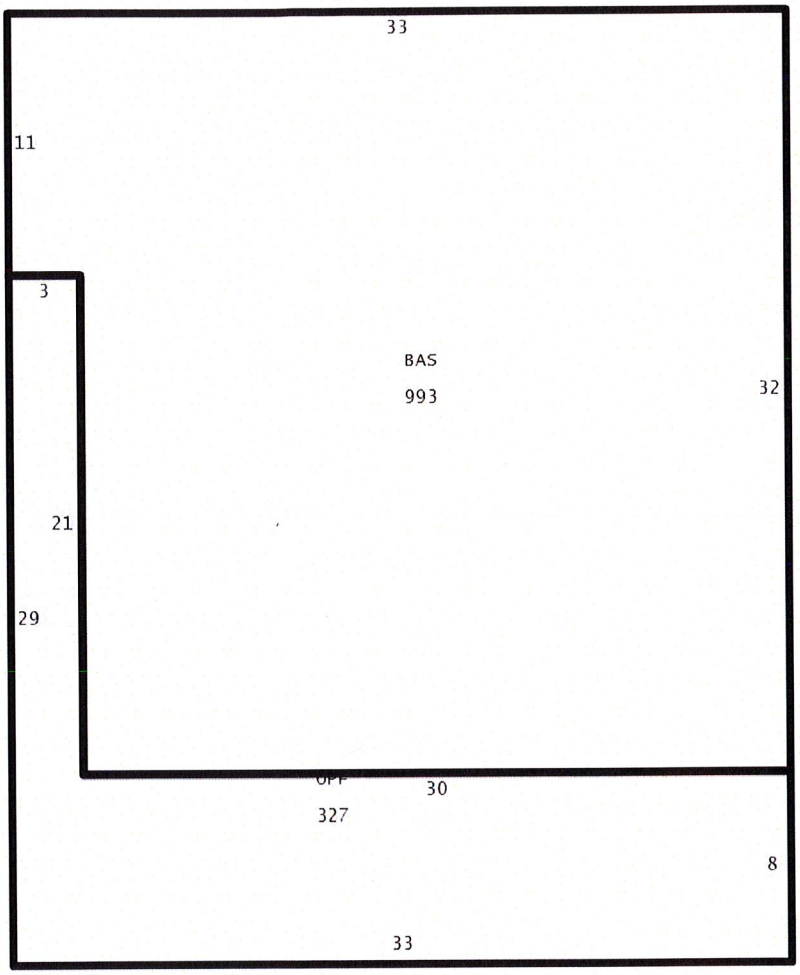
Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	$1,213,992	$854,218	$854,218	$1,213,992	$854,218
2022	N	$908,058	$776,562	$776,562	$908,058	$776,562
2021	N	$705,965	$705,965	$705,965	$705,965	$705,965
2020	N	$709,498	$709,498	$709,498	$709,498	$709,498

2024 Building 1 Structural Elements and Sub Area Information

Structural Elements	
Foundation	Piers
Floor System	Wood
Exterior Walls	Frame/Reclad Alum/Viny
Unit Stories	1
Living Units	1
Roof Frame	Gable Or Hip
Roof Cover	Concrete Tile/Metal
Year Built	2001
Building Type	Single Family
Quality	Average
Floor Finish	Carpet/Hardtile/Hardwood
Interior Finish	Drywall/Plaster
Heating	Central Duct
Cooling	Cooling (Central)
Fixtures	4
Effective Age	22

Sub Area	Living Area SF	Gross Area SF
Base (BAS)	993	993
Open Porch (OPF)	0	327
Total Area SF	**993**	**1,320**



2024 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record.					

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
24-00001239	ELECTRICAL	06/11/2024	$0
24-0000372	MISCELLANEOUS	03/28/2024	$44,000

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

January 16, 2025

Ken Burke
Clerk of Circuit Court
Pinellas County
315 Court Street
Clearwater, Florida 33557

RE: GGR Holdings, LLP
(See attached Legal)

Dear Mr. Burke:

This is to certify that, as of this date, the Public Records of the City of Tarpon Springs, Florida, indicate that there are no liens against the property described in the attached Exhibit "A".

Sincerely,
CITY OF TARPON SPRINGS

K. Michele Manousos, CMC
Deputy City Clerk & Collector

Enclosure: Exhibit A

City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5611
FAX (727) 937-1137

RENEA VINCENT, AICP, CPM
DIRECTOR

TO: **IRENE JACOBS, CITY CLERK AND COLLECTOR**

FROM: **PATRICIA L. MCNEESE, AICP, PLANNING SUPERVISOR** PLM

DATE: **JANUARY 15, 2025**

RE: **APP # 24-37 – NORTH LAKE ESTATES**

In accordance with Section 164.05(H) of the Land Development Code, I would appreciate your office providing the Planning & Zoning Department with a special assessment liens search for the above captioned subdivision. The tax parcels # are:

08-27-16-89406-000-0010
09-27-16-00000-220-0100

The plat has not yet been scheduled for review before the Board of Commissioners. It will be scheduled once the lien search is completed. In order to proceed with recordation upon the Official Records of Pinellas County the requisite Letter of No Liens must accompany the plat.

We appreciate your assistance with this.

cc: File: App #24-37 – North Lake Estates

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

January 15, 2025

Planning and Zoning Department
c/o Patricia L. McNeese, AICP – Planning Supervisor

RE: Assessment search for APP #24-37 – North Lake Estates

Legal Address: Old East Lake Road

Legal Description: Part of NW ¼ of Sec 9-27-16 Desc Beg NW Sec Cor TH S89D36'17"E 1309.4ft TH S01D05'12"E 659.07ft TH N89D36'17"W 805.94ft TH S01D11'22"E 670.86ft TH N89D33'31"W 2.08ft TH S01D11'22"E 164.61ft TH N89D51'17"W 500.13ft TH N01D11'22"W 1496.76ft TO Cont 29.5AC(c)
09/27/16/00000/220/0100

(X) Records filed in this office do not show any outstanding special assessments or pending code enforcement violations against the described property, except as may otherwise exist on the Official Records of Pinellas County, Florida.

(X) Property use: Raw Acreage Tract Not Zoned for Agriculture or Commercial Purpose

(X) There is currently Code Enforcement lien against the real property located at Light House Drive, parcel number 14/27/15/96919/000/0001 in the name of G G R Parkside, LLP (code enforcement liens attached to the name).
The Case Number 17-80000629, $108,396.10 pay-off effective thru February 28, 2025.

Breakdown:	Principle	$69,200.00
	Prosecution cost	$143.00
	Interest	$38,990.60
	Administrative fee	$25.00
	Recording fees	$27.50
	Satisfaction fee	$10.00

Sincerely,
CITY OF TARPON SPRINGS

_____
K. Michele Manousos
Deputy City Clerk & Collector

Parcel Summary (as of 15-Jan-2025)

Parcel Number

09-27-16-00000-220-0100

Owner Name
G G R HOLDINGS I LLP

Property Use
9900 Raw Acreage Tract Not Zoned for Agriculture or Commercial Purpose

Site Address
OLD EAST LAKE RD
TARPON SPRINGS, FL 34688

Mailing Address
46 LEMON ST
TARPON SPRINGS, FL 34689-3622

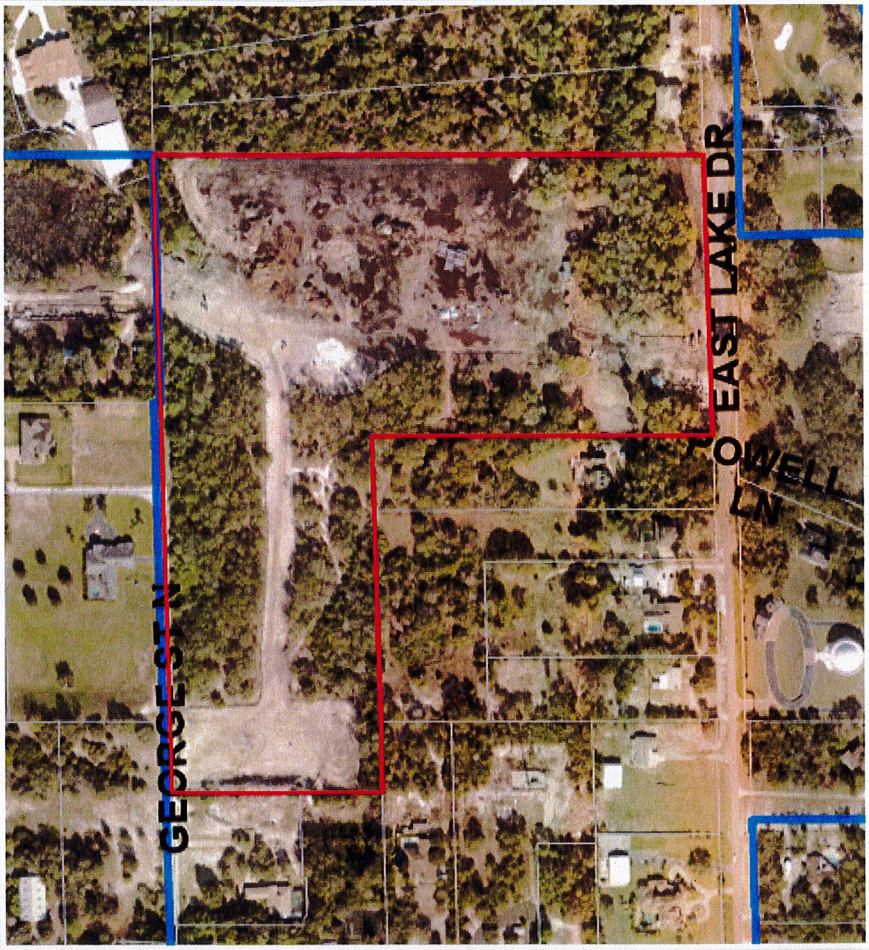
Legal Description
PART OF NW 1/4 OF SEC 9-27-16 DESC BEG NW SEC COR TH S89D36'17"E 1309.4 FT TH S01D05'12"E 659.07FT TH N89D36'17"W 805.94FT TH S01D11'22"E 670.86FT TH

Current Tax District
TARPON SPRINGS (TS)

Year Built

Heated SF	Gross SF	Living Units	Buildings
			0

Parcel Map



Exemptions

Year	Homestead	Use %	Status
2026	No	0%	
2025	No	0%	
2024	No	0%	

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
20302/1729	Find Comps	273.09	B	Current FEMA Maps	Check for EC	Zoning Map	/

2024 Final Values

Year	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2024	$1,790,720	$1,790,720	$1,790,720	$1,790,720	$1,790,720

Value History (yellow indicates corrected value)

Year	Homestead Exemption	Just/Market Value	Assessed Value/SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2023	N	$1,685,618	$1,685,618	$1,685,618	$1,685,618	$1,685,618
2022	N	$1,580,516	$1,580,516	$1,580,516	$1,580,516	$1,580,516
2021	N	$1,580,516	$1,580,516	$1,580,516	$1,580,516	$1,580,516
2020	N	$1,475,413	$1,475,413	$1,475,413	$1,475,413	$1,475,413

Bobbie Cole

From: Michele Manousos
Sent: Wednesday, January 15, 2025 12:31 PM
To: Bobbie Cole
Subject: FW: Request for lien search - North Lake Estates Final Plat - Appl. #24-37
Attachments: Request of lien for clerk 24-37.pdf

K. Michele Manousos, CMC
Deputy City Clerk & Collector

From: Patricia McNeese
Sent: Wednesday, January 15, 2025 12:29 PM
To: Irene Jacobs <ijacobs@ctsfl.us>; Michele Manousos <mmanousos@ctsfl.us>
Subject: Request for lien search - North Lake Estates Final Plat - Appl. #24-37

Hi Irene and Michele,

Can you please certify no liens for this plat? If I can get by end of next week, I will scheduled for 2/4 BOC. If longer, no big worries.

Thanks. -Pat

Patricia L. McNeese, AICP
Planning Supervisor
City of Tarpon Springs
324 East Pine Street
P.O. Box 5004
Tarpon Springs, FL 34688-5004
727-938-3711, ext. 2255
pmcneese@ctsfl.us

Hurricane Recovery Information:
https://connecttarponsprings.com/

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List | Next on List | Return to List

Filing History | No Authority Info | No Partner Info | No Name History

Partnership Name Search
Submit

Partnership Detail

Limited Liability Partnership Name

GGR HOLDINGS I, LLP

Principal Address

46 WEST LEMON STREET
TARPON SPRINGS, FL 34689
Change Date: NONE

Filing Information

Document Number	LLP010000526
FEI/EIN Number	593704843
File Date	03/15/2001
State	FL
Total Pages	25
Pages in Original Filing	2
Florida Partners	2
Total Partners	2
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

STAMAS GEORGE P
46 WEST LEMON STREET
TARPON SPRINGS, FL 34689

Document Images

03/15/2001 -- LLP — View image in PDF format

04/17/2024 -- LLP Business Report — View image in PDF format

04/27/2023 -- LLP Business Report — View image in PDF format

01/21/2022 -- LLP Business Report View image in PDF format

05/05/2021 -- LLP Business Report View image in PDF format

04/24/2020 -- LLP Business Report View image in PDF format

05/06/2019 -- LLP Business Report View image in PDF format

04/30/2018 -- LLP Business Report View image in PDF format

04/28/2017 -- LLP Business Report View image in PDF format

04/29/2016 -- LLP Business Report View image in PDF format

05/01/2015 -- LLP Business Report View image in PDF format

04/29/2014 -- LLP Business Report View image in PDF format

05/07/2013 -- LLP Business Report View image in PDF format

05/01/2012 -- LLP Business Report View image in PDF format

04/29/2011 -- LLP Business Report View image in PDF format

04/26/2010 -- LLP Business Report View image in PDF format

05/05/2009 -- LLP Business Report View image in PDF format

04/25/2008 -- UNIFORM BUS REP View image in PDF format

05/03/2007 -- UNIFORM BUS REP View image in PDF format

05/08/2006 -- UNIFORM BUS REP View image in PDF format

05/04/2005 -- UNIFORM BUS REP View image in PDF format

05/05/2004 -- UNIFORM BUS REP View image in PDF format

05/06/2003 -- UNIFORM BUS REP View image in PDF format

04/19/2002 -- UNIFORM BUS REP View image in PDF format

Previous on List **Next on List** **Return to List**

Filing History **No Authority Info** **No Partner Info** **No Name History**

Partnership Name Search

Submit

Division of Corporations

GP010000043 5

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((EGP010000087 0)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

RECEIVED
01 MAR 15 PM 2:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To:
Division of Corporations
Fax Number : (850) 922-4003

From:
Account Name : JOHNSON, BLAKELY, POPE, BOKER, RUPPEL & BURNS, P.A.
Account Number : 076666002140
Phone : (727)461-1818
Fax Number : (727)441-8617

AL

FILED
01 MAR 15 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

GEN REGISTRATION

GGR HOLDINGS I

Certificate of Status	1
Certified Copy	0
Page Count	01
Estimated Charge	$58.75

Electronic Filing Menu Partnership Filing Menu Public Access Help

EGP010000087 0

PARTNERSHIP REGISTRATION STATEMENT

1. Name of Partnership: GGR HOLDINGS I

2. State/County of Formation: PINELLAS COUNTY, FLORIDA

3. FEI Number: _[applied for]_

4. Street Address of Chief Executive Office and Principal Office in Florida:

46 West Lemon Street
Tarpon Springs, Florida 34689

5. In accordance with Section 620.8105(1)(c)1. and 2., Florida Statutes, required partner information is provided as follows:

Names and mailing addresses of all partners and Florida Registration Numbers, if other than individuals:

George C. Zutes
975 Bayshore Drive
Tarpon Springs, Florida 34689

George P. Stamas
979 Bayshore Drive
Tarpon Springs, Florida 34689

The execution of this statement as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

Signed this 15th day of March, 2001.

Signatures of TWO Partners:

GEORGE C. ZUTES

GEORGE P. STAMAS

FILED
01 MAR 15 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EGP010000087 0

Prepared by:
Michael G. Little, Esquire
911 Chestnut Street
Clearwater, Florida 33756
727-461-1818
FL Bar No. 861677
234937.01

ACTION BY WRITTEN CONSENT OF PARTNERS
OF
GGR HOLDINGS I, LLP

The partners of GGR HOLDINGS I, LLP, a Florida limited liability partnership (the "Partnership") hereby agree, consent to, adopt and orders the following actions:

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given.

2. The first matter considered concerned the election of the members of the Executive Committee of the Partnership. The following individuals shall be and are hereby elected as members of the Executive Committee, to serve until their successors are duly elected, qualified and seated:

George C. Zutes
George P. Stamas

3. The next matter considered concerned the election of the officers of the Partnership. The following individuals shall be and are hereby elected to the offices set forth opposite each name, to serve until their successors are duly elected, qualified and seated:

George C. Zutes	President
George P. Stamas	Vice President/Secretary/Treasurer

4. The actions of the executive committee and officers of the Partnership from the last meeting of partners until the date of this action are hereby ratified and confirmed as proper acts of the Partnership.

5. The action contained herein was approved on the 31st day of December, 2002, and shall be effective as of such date unless otherwise indicated.

The undersigned partners have executed the foregoing Action by Written Consent of Partners for the purpose of giving their consent thereto.

PARTNERS:

PRESIDENT

GEORGE C. ZUTES

SECRETARY

GEORGE P. STAMAS

#288489 v1 - GGRHOLDINGS.WrittenActio n
3/17/2003 6:22 PM

Real Estate Account #R84337

Owner:
G G R HOLDINGS I LLP

Situs:
2270 N HIGHLAND AVE
TARPON SPRINGS

Parcel details
Property Appraiser

Get bills by email

2023Annual Bill

PINELLAS COUNTY TAX COLLECTOR — **Notice of Ad Valorem Taxes and Non-ad Valorem Assessments**

BILL	PARCEL NUMBER	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2023 Annual Bill	08/27/16/89406/000/0010	—	TS	$0.00	**PAID** Print (PDF)

If paid by:	Nov 30, 2023
Please pay:	$17,435.99

Combined taxes and assessments: $18,162.49

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	TAXABLE	TAX
GENERAL FUND	4.7398	$854,218.00	$4,048.82
HEALTH DEPARTMENT	0.0713	$854,218.00	$60.91
EMS	0.8418	$854,218.00	$719.08
SCHOOL-STATE LAW	3.1900	$1,213,992.00	$3,872.63
SCHOOL-LOCAL BD.	2.7480	$1,213,992.00	$3,336.05
TARPON SPRINGS	5.3700	$854,218.00	$4,587.15
SW FLA WTR MGMT.	0.2043	$854,218.00	$174.52
PINELLAS COUNTY PLN.CNCL.	0.0210	$854,218.00	$17.94
JUVENILE WELFARE BOARD	0.8250	$854,218.00	$704.73
SUNCOAST TRANSIT AUTHORITY	0.7500	$854,218.00	$640.66
Total Ad Valorem Taxes	**18.7612**		**$18,162.49**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	G G R HOLDINGS I LLP	**Account**	R84337	**Assessed value:**	$854,218
		Parcel	08/27/16/89406/000/0010	**School assessed value:**	$1,213,992

Situs:	2270 N HIGHLAND AVE TARPON SPRINGS

Number	
Millage code	TS - TARPON SPRING TR
Millage rate	18.7612

2023 TAX AMOUNTS	
Ad valorem:	$18,162.49
Non-ad valorem:	$0.00
Total Discountable:	$18,162.49
Total tax:	$18,162.49

LEGAL DESCRIPTION

TAMPA & TARPON SPRINGS LAND CO NE 1/4, SEC 08-27-16 PART OF LOTS 1, 2 & 3 & VAC RD N ...

View More

LOCATION	
Property class:	
Range:	16
Township:	27
Section:	08
Neighborhood:	TAMPA & TARPON SPRINGS LAND CO
Block:	000
Lot:	0010
Use code:	0110

Pinellas County Tax Collector
P.O. Box 31149, Tampa, FL 33631-3149

Real Estate Account #R97447

Owner:
G G R HOLDINGS I LLP

Situs:
OLD EAST LAKE RD
TARPON SPRINGS

Parcel details
Property Appraiser

Get bills by email

2023Annual Bill

PINELLAS COUNTY TAX COLLECTOR — **Notice of Ad Valorem Taxes and Non-ad Valorem Assessments**

BILL	PARCEL NUMBER	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2023 Annual Bill	09/27/16/00000/220/0100	—	TS	$0.00	**PAID** Print (PDF)

If paid by:	Nov 30, 2023
Please pay:	$30,359.23

Combined taxes and assessments: $31,624.20

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	TAXABLE	TAX
GENERAL FUND	4.7398	$1,685,618.00	$7,989.49
HEALTH DEPARTMENT	0.0713	$1,685,618.00	$120.18
EMS	0.8418	$1,685,618.00	$1,418.95
SCHOOL-STATE LAW	3.1900	$1,685,618.00	$5,377.12
SCHOOL-LOCAL BD.	2.7480	$1,685,618.00	$4,632.08
TARPON SPRINGS	5.3700	$1,685,618.00	$9,051.77
SW FLA WTR MGMT.	0.2043	$1,685,618.00	$344.37
PINELLAS COUNTY PLN.CNCL.	0.0210	$1,685,618.00	$35.40
JUVENILE WELFARE BOARD	0.8250	$1,685,618.00	$1,390.63
SUNCOAST TRANSIT AUTHORITY	0.7500	$1,685,618.00	$1,264.21
Total Ad Valorem Taxes	**18.7612**		**$31,624.20**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	G G R HOLDINGS I LLP	**Account**	R97447	**Assessed value:**	$1,685,618
		Parcel	09/27/16/00000/220/0100	**School assessed value:**	$1,685,618

Situs:	OLD EAST LAKE RD TARPON SPRINGS	**Number**	
		Millage code	TS - TARPON SPRING TR
		Millage rate	18.7612

2023 TAX AMOUNTS	
Ad valorem:	$31,624.20
Non-ad valorem:	$0.00
Total Discountable:	$31,624.20
Total tax:	$31,624.20

LEGAL DESCRIPTION

PART OF NW 1/4 OF SEC 9-27-16 DESC BEG NW SEC COR TH S89D36'17"E 1309.4 FT TH S01D05' ...

View More

LOCATION	
Property class:	
Range:	16
Township:	27
Section:	09
Neighborhood:	None
Block:	220
Lot:	0100
Use code:	9900

Pinellas County Tax Collector
P.O. Box 31149, Tampa, FL 33631-3149

December 2, 2024

Addressee:

PLAT PROPERTY INFORMATION REPORT

Revised: 2, 12/2/24 wls

Proposed Plat of: NORTH LAKE ESTATES

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Hillsborough County, Florida, through July 01, 2024 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of GGR Holdings I, LLP, a Florida limited liability partnership, a/k/a GGR Holdings I, LLP, a Florida corporation

By virtue of General Warranty Deed recorded April 18, 2018 in Official Records Book 20038, Page 106, modified by Corrective Warranty Deed recorded October 18, 2018 in Official Records Book 20302, Page 1729 and by virtue of Special Warranty Deed recorded April 6, 2018 in Official Records Book 20004, Page 966 of the Public Records of Pinellas County, Florida.

The search has revealed the following:

1. Any liens arising from the Notice of Commencement recorded February 19, 2024 in Official Records Book 22709, Page 466 of the Public Records of Pinellas County, Florida.

Additional Information:

1. Easement granted to Florida Power Corporation recorded August 10, 1953 in Deed Book 1441, Page 391, as affected by the Subordination of Encumbrance to Property Rights of the State of Florida recorded in Official Records Book 1717, Page 316.

2. Oil, Gas, Mineral Rights and Easements as reserved in the Warranty Deed recorded August 12, 1976 in Official Records Book 4443, Page 1550.

3. General Utility Easement granted to Pinellas County, Florida, and recorded December 14, 2005 in Official Records Book 14805, Page 826.

4. Recorded Notice of Environmental Resource Permit recorded September 25, 2018 in Official Records Book 20216, Page 2615.

5. Ordinance 2019-23 recorded December 19, 2019 in Official Records Book 20815, Page 345.

6. Matters, if any, as contained on the plat of TAMPA & TARPON SPRINGS LAND CO., according to the plat thereof, as recorded in Plat Book 1, Page 116, of the Public Records of Hillsborough County, Florida, now lying and being in Pinellas County, Florida.

NOTE: 2023 Real Property Taxes in the gross amount of $18,162.49 are Paid, under Tax I.D. No. 08-27-16-89406-000-0010.

NOTE: 2023 Real Property Taxes in the gross amount of $31,624.20 are Paid, under Tax I.D. No. 09-27-16-00000-220-0100.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 11866348

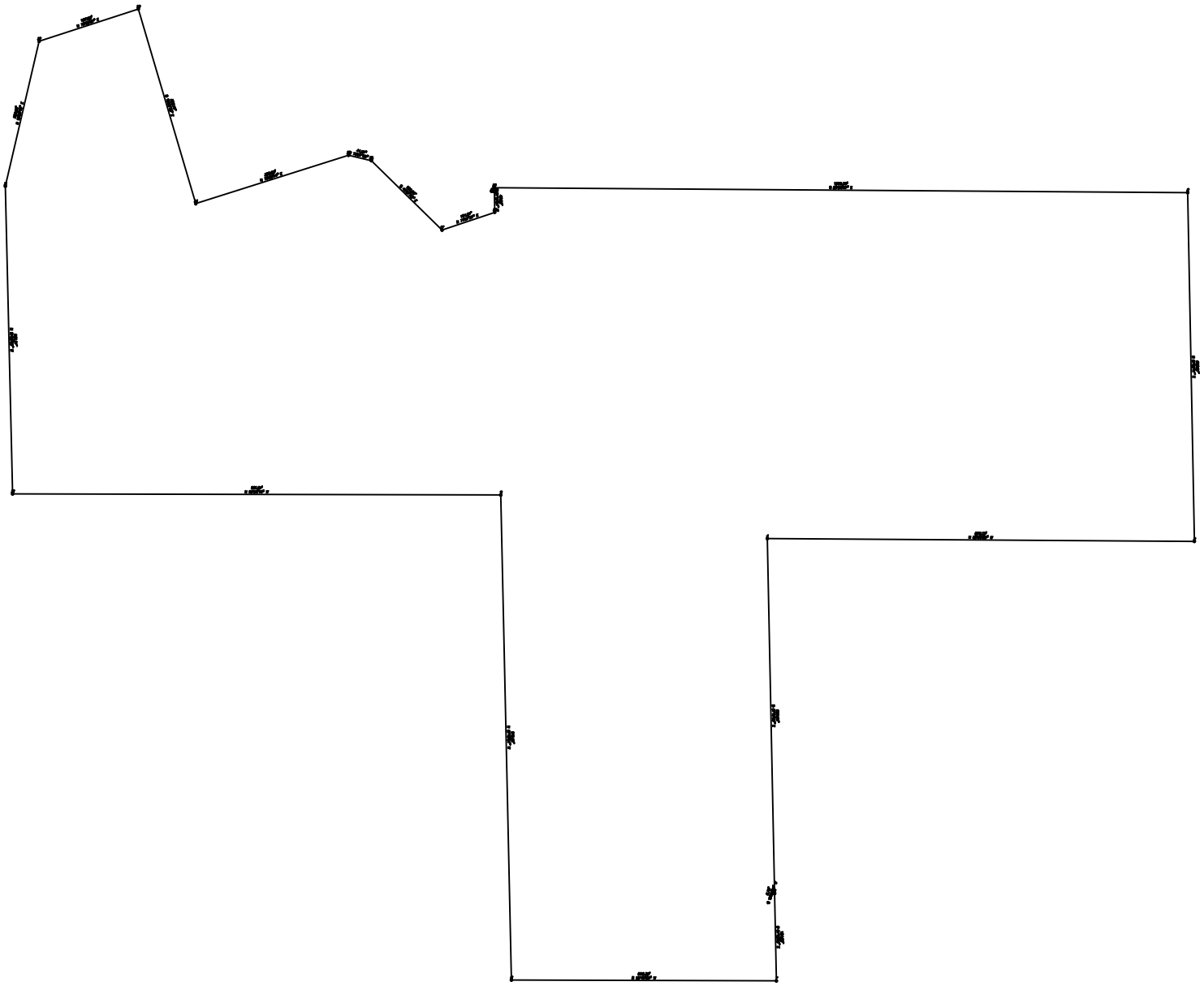
Wade L. Scardo

Wade L. Scardo wade.scardo@fnf.com 321-203-7912

Exhibit "A"

A PORTION OF THE SOUTHEAST ¼ OF SECTION 5 AND A PORTION OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST PINELLAS COUNTY FLORIDA; AND ALSO A PORTION OF TRACTS 1, 2, 3 AND THE 15 FOOT RIGHTS-OF-WAY LYING IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 16 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKED P.C.E.D. AT THE NORTHWEST CORNER OF SAID SECTION 9 FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 20302, PAGE 1729 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°36'27" EAST, A DISTANCE OF 1,309.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°05'11" EAST, A DISTANCE OF 659.07 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°36'59" WEST, A DISTANCE OF 806.13; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 01°10'59" EAST, A DISTANCE OF 669.90 FEET; (2) SOUTH 19°56°03" WEST, A DISTANCE OF 0.70 FOOT; (3) SOUTH 01°18'23" EAST, A DISTANCE OF 164.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°49'30" WEST, A DISTANCE OF 500.33 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9, THE SAME BEING THE WEST BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 01°15'04" WEST, A DISTANCE OF 916.52 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 20004, PAGE 0966 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°52'10" WEST, A DISTANCE 921.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 01°20'50" WEST, A DISTANCE OF 581.27 FEET; (2) NORTH 13°03'40" EAST, A DISTANCE OF 280.89 FEET THE NORTHWEST CORNER OF SAID PARCEL, THE SAME BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTH HIGHLANDS AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 72°03'01" EAST, A DISTANCE OF 197.03 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL SOUTH 16°25'18" EAST, A DISTANCE OF 383.10 FEET; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 72°23'14" EAST, A DISTANCE OF 302.63 FEET; (2) SOUTH 76°37'09" EAST, A DISTANCE OF 44.27 FEET; (3) SOUTH 45°31'23" EAST, A DISTANCE OF 186.90 FEET; (4) NORTH 71°27'27" EAST, A DISTANCE OF 104.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 01°15'04" WEST, A DISTANCE OF 46.22 FEET TO THE POINT OF BEGINNING.



SQ. FEET: 1896687.89 SQ. YARDS: 210743 SQ. MILES: 0
ACRES: 43.54
Closure error distance> 0.0048 Error Bearing> N 10°51'27" W
Closure Precision> 1 in 1671367.2 Total Distance Traversed> 8075.820

NORTH LAKE ESTATES

A REPLAT OF A PART OF TRACTS 43 AND 44 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 5, AND ALSO A PART OF TRACTS 1, 2, 3 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE NORTHEAST 1/4 OF SECTION 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 116, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, SAID SECTIONS ALL LYING WITHIN TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA. TOGETHER WITH UNPLATTED LANDS LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA, AS DESCRIBED IN THAT PARTICULAR SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 20302, PAGE 1729 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST ¼ OF SECTION 5 AND A PORTION OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST PINELLAS COUNTY FLORIDA; AND ALSO A PORTION OF TRACTS 1, 2, 3 AND THE 15 FOOT RIGHTS-OF-WAY LYING IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 16 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKED P.C.E.D. AT THE NORTHWEST CORNER OF SAID SECTION 9 FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 20302, PAGE 1729 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°36'27" EAST, A DISTANCE OF 1,309.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°05'11" EAST, A DISTANCE OF 659.07 FEET; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°36'59" WEST, A DISTANCE OF 806.13; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 01°10'59" EAST, A DISTANCE OF 669.90 FEET; (2) SOUTH 19°56'03" WEST, A DISTANCE OF 0.70 FOOT; (3) SOUTH 01°18'23" EAST, A DISTANCE OF 164.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°49'30" WEST, A DISTANCE OF 500.33 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9, THE SAME BEING THE WEST BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 01°15'04" WEST, A DISTANCE OF 916.52 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 20004, PAGE 0966 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°52'10" WEST, A DISTANCE 921.61 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 01°20'50" WEST, A DISTANCE OF 581.27 FEET; (2) NORTH 13°03'40" EAST, A DISTANCE OF 280.89 FEET THE NORTHWEST CORNER OF SAID PARCEL, THE SAME BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NORTH HIGHLANDS AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 72°03'01" EAST, A DISTANCE OF 197.03 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL SOUTH 16°25'18" EAST, A DISTANCE OF 383.10 FEET; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 72°23'14" EAST, A DISTANCE OF 302.63 FEET; (2) SOUTH 76°37'09" EAST, A DISTANCE OF 44.27 FEET; (3) SOUTH 45°31'23" EAST, A DISTANCE OF 186.90 FEET; (4) NORTH 71°27'27" EAST, A DISTANCE OF 104.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 01°15'04" WEST, A DISTANCE OF 46.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 43.54 ACRES MORE OR LESS.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND PLATTED AS NORTH LAKE ESTATES AND BESIDES THEIR INTERESTS THEREIN, THERE ARE NO OUTSTANDING INTERESTS IN SAID TRACT OF LAND AND THAT THE OWNERS DO HEREBY DEDICATE TO THE PUBLIC, FOR THE PURPOSE STATED HEREON, ALL RIGHTS-OF-WAY AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC", AND FURTHER MAKE THE FOLLOWING CONVEYANCES, DEDICATIONS AND RESERVATIONS:

LEGAL TITLE TO TRACTS "A" AND "B" (PRIVATE SIGN AND LANDSCAPE TRACTS) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO NORTH LAKE ESTATES OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC., A CORPORATION NOT-FOR-PROFIT ORGANIZED PURSUANT TO CHAPTER 617, FLORIDA STATUTES, AND ITS SUCCESSORS AND/OR ASSIGNS (THE HOMEOWNERS ASSOCIATION). SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACTS "C" AND "D" (PRIVATE LANDSCAPE, WALL AND UTILITY EASEMENT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACTS "E", "F" AND "J" (PRIVATE WETLAND CONSERVATION EASEMENT, WETLAND BUFFER AREA, DRAINAGE EASEMENT, PUBLIC FLOW THROUGH EASEMENT & OPEN SPACE) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACTS "G" AND "K" (PRIVATE DRAINAGE EASEMENTS & PUBLIC FLOW THROUGH EASEMENTS) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACT "H" (PRIVATE PARK TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. SAID TRACT SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

LEGAL TITLE TO TRACT "M" (PUBLIC SANITARY SEWER LIFT STATION TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO PINELLAS COUNTY. SAID TRACT SHALL BE MAINTAINED BY PINELLAS COUNTY.

LEGAL TITLE TO TRACT "N" (PRIVATE WALL TRACT) SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION. THE TRACT SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION

THE PRIVATE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION INCLUDING MAINTENANCE OF THE ELEMENTS OF THE STORM WATER SYSTEM COMPONENTS LOCATED IN THE PUBLIC RIGHTS-OF-WAY, FOR THE BENEFIT OF THE LOTS AND TRACTS WITHIN THE SUBDIVISION FOR THE PURPOSES STATED HEREON.

THE OWNER DOES FURTHER GRANT CONVEY AND DEDICATE TO THE PERPETUAL USE OF THE PUBLIC, PINELLAS COUNTY AND THE CITY ALL PUBLIC UTILITY IMPROVEMENTS, FACILITIES AND APPURTENANCES, TOGETHER WITH ANY NECESSARY EASEMENTS, LYING WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT.

OWNER DOES FURTHER GRANT, CONVEY AND DEDICATE TO THE PUBLIC AND ALL APPROPRIATE UTILITY ENTITIES A NON-EXCLUSIVE EASEMENT FOR STREET LIGHTS, TELEPHONE, ELECTRIC, CABLE TELEVISION, AND OTHER PUBLIC UTILITIES OVER AND ACROSS THOSE PORTIONS OF THE PLAT SHOWN AS PUBLIC UTILITY EASEMENTS, THE USE AND BENEFIT OF WHICH SHALL EXTEND AND INSURE TO THE BENEFIT OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTS, INCLUDING ALL AGENCIES AND DEPARTMENTS THEREOF.

THE PUBLIC FLOW THROUGH EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, THE GRANTING OF EASEMENTS TO THE CITY OF TARPON SPRINGS DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.

OWNER

GGR HOLDINGS I, LLP.
A FLORIDA LIMITED LIABILITY PARTNERSHIP

_____
GEORGE STAMAS
SECRETARY

_____ _____
WITNESS WITNESS NAME PRINTED

_____ _____
WITNESS WITNESS NAME PRINTED

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY ON THIS _____ DAY OF_____ 2025, BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION PERSONALLY APPEARED GEORGE STAMAS, SECERETARY OF GGR HOLDINGS I, LLP., A FLORIDA LIMITED LIABILITY PARTNERSHIP, ON BEHALF OF SAID COMPANY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND SEAL ON THE BELOW DATE.

_____ _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE DATE

CONFIRMATION OF ACCEPTANCE

NORTH LAKE ESTATES OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC., A FLORIDA CORPORATION, JOINS IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING THE MAINTENANCE OF TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "J", "K" & "N" AND ALL OF THE PRIVATE EASEMENTS SHOWN ON THIS PLAT.

NORTH LAKE ESTATES OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC., A CORPORATION NOT-FOR-PROFIT ORGANIZED PURSUANT TO CHAPTER 617, FLORIDA STATUTES, AND ITS SUCCESSORS AND/OR ASSIGNS.

BY: _____
GEORGE C. ZUTES – PRESIDENT

_____ _____
WITNESS WITNESS NAME PRINTED

_____ _____
WITNESS WITNESS NAME PRINTED

CITY OF TARPON SPRINGS

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ , 2025, THE FOREGOING PLAT WAS APPROVED TO BE RECORDED BY THE BOARD OF COMMISSONERS OF THE CITY OF TARPON SPRINGS.

_____
COSTA VATIKIOTIS, MAYOR

CITY ATTORNEY

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ , 2025, THE FOREGOING PLAT WAS APPROVED AS TO FORM.

_____
ANDREW J. SALZMAN, CITY ATTORNEY

CITY CLERK & COLLECTOR

ATTESTED TO:

_____
IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR

CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2025, IN PLAT BOOK _____, PAGE(S) _____,

_____
KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

REVIEW OF PLAT BY PROFESSIONAL SURVEYOR & MAPPER

UPON THE REQUEST OF THE CITY OF TARPON SPRINGS, I HEREBY CERTIFY THAT, PURSUANT TO CHAPTER 177.081(1), FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES. THIS REVIEW DOES NOT CONSTITUTE MATHEMATICAL CLOSURE, THIS IS THE RESPONSIBILITY OF THE SIGNING SURVEYOR.

SIGNED & SEALED THIS _____ DAY OF _____, 2025.

_____

FLORIDA REGISTRATION NUMBER _____

~~PRECISION~~ SURVEYING & MAPPING, INC.
7080 RED OAK LOOP, NEW PORT RICHEY, FLORIDA 34654
PHONE 727-841-8414
LB NO. 6734

NORTH LAKE ESTATES

A REPLAT OF A PART OF TRACTS 43 AND 44 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 5, AND ALSO A PART OF TRACTS 1, 2, 3 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE NORTHEAST 1/4 OF SECTION 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 116, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, SAID SECTIONS ALL LYING WITHIN TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA. TOGETHER WITH UNPLATTED LANDS LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA, AS DESCRIBED IN THAT PARTICULAR SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 20302, PAGE 1729 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TRACT DESIGNATION TABLE	
TRACTS "A" & "B"	PRIVATE SIGN/LANDSCAPE
TRACT "C"	PRIVATE LANDSCAPE/WALL & UTILITY EASEMENT
TRACT "D"	PRIVATE LANDSCAPE/WALL & UTILITY EASEMENT
TRACT "E"	PRIVATE WETLAND CONSERVATION EASEMENT, WETLAND BUFFER AREA, DRAINAGE EASEMENT, OPEN SPACE & PUBLIC FLOW THROUGH EASEMENT
TRACT "F"	PRIVATE WETLAND CONSERVATION EASEMENT, WETLAND BUFFER AREA, DRAINAGE EASEMENT, OPEN SPACE & PUBLIC FLOW THROUGH EASEMENT
TRACT "G"	PRIVATE DRAINAGE EASEMENT & PUBLIC FLOW THROUGH EASEMENT
TRACT "H"	PRIVATE PARK TRACT
TRACT "J"	PRIVATE WETLAND CONSERVATION EASEMENT, WETLAND BUFFER AREA, DRAINAGE EASEMENT, OPEN SPACE & PUBLIC FLOW THROUGH EASEMENT
TRACT "K"	PRIVATE DRAINAGE EASEMENT
TRACT "M"	PUBLIC SANITARY SEWER LIFT STATION
TRACT "N"	PRIVATE WALL TRACT

NOTES

1. EASEMENTS ARE SHOWN THUS ---- AND THUS ==== AND ARE FOR THE PURPOSE STATED.
2. BEARINGS SHOWN HEREON ARE BASED ON THE GRID BEARING OF NORTH 01°15'04" WEST FOR THE WEST BOUNDARY LINE OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. ALL SIDE LOT LINES ARE RADIAL TO THE FRONT AND/OR THE REAR LOT LINE UNLESS NOTED BY (N.R.) WHICH INDICATES A SIDE LOT LINE BEING NON-RADIAL.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. DIMENSIONAL STANDARDS:
   FRONT YARD SETBACK – 25 FEET
   FRONT YARD ORIENTED TO LONG AXIS OF LOT – 20 FEET
   SIDEYARD SETBACK – 10 FEET
   SIDE STREET SETBACK – 15 FEET
   REAR YARD SETBACK – 20 FEET
   DRIVEWAY WIDTH (WAIVER) – 1/3 OF LOT WIDTH, MAXIMUM 36 FEET
7. ACCESSORY DWELLING UNITS ARE RESTRICTED TO USE BY THE OWNER/OCCUPANT OF THE PRIMARY DWELLING ON THE SAME LOT AND SHALL NOT BE SEPARATELY ADDRESSED, SHALL NOT BE RENTED, SHALL NOT INCLUDE SEPERATE GARAGES, AND/OR, SHALL NOT INCLUDE SEPERATE METERS FOR UTILITIES OF ANY KIND.
8. PER ORDINANCE 2019-23 RECORDED DECEMBER 19, 2019, IN OFFICIAL RECORDS BOOK 20815, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THE TRACT OF LAND BEING PLATTED WAS ANNEXED INTO THE CITY OF TARPON SPRINGS.

LEGEND

C.C.R.	=	CERTIFIED CORNER RECORD
E:	=	EASTING
F.C.M.	=	FOUND CONCRETE MONUMENT
F.T.E.	=	PUBLIC FLOW THROUGH EASEMENT
LB	=	LICENSED BUSINESS
MIN.	=	MINIMUM
N:	=	NORTHING
N.R.	=	NOT RADIAL
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
P.C.E.D.	=	PINELLAS COUNTY ENGINEERING DEPARTMENT
P.C.P.	=	PERMANENT CONTROL POINT
P.D.E.	=	PUBLIC DRAINAGE EASEMENT
PG.	=	PAGE
P.I.E.E.	=	PUBLIC INGRESS/EGRESS EASEMENT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
R/W	=	RIGHT-OF-WAY
SEC.	=	SECTION
W.C.E.	=	PRIVATE WETLAND CONSERVATION EASEMENT AREA
	=	CONTINUATION ARROW

INDICATES POINT NOT FOUND OR SET.

INDICATES PERMANENT REFERENCE MONUMENT. SET 4" X 4" CONCRETE MONUMENT MARKED: P.R.M., L.B.- 6734

INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION. SET 5/8" IRON ROD & CAP MARKED PRECISION LB 6734

INDICATES PERMANENT CONTROL POINT. SET MAG NAIL & DISK P.C.P. LB 6734

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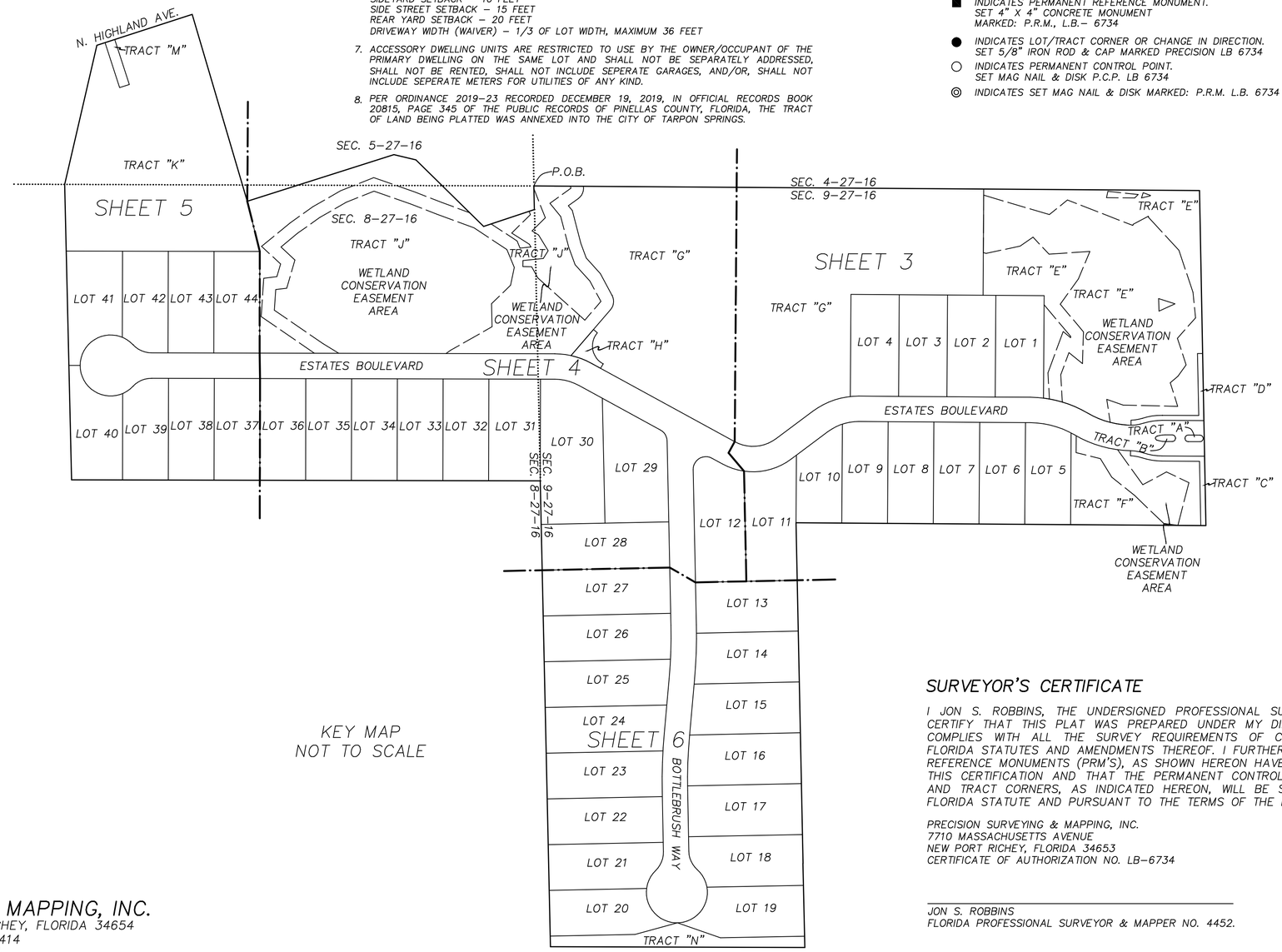

KEY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I JON S. ROBBINS, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND AMENDMENTS THEREOF. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S), AS SHOWN HEREON HAVE BEEN SET AS OF THE DATE OF THIS CERTIFICATION AND THAT THE PERMANENT CONTROL POINTS (PCP'S) AND THE LOT AND TRACT CORNERS, AS INDICATED HEREON, WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTE AND PURSUANT TO THE TERMS OF THE BOND.

PRECISION SURVEYING & MAPPING, INC.
7710 MASSACHUSETTS AVENUE
NEW PORT RICHEY, FLORIDA 34653
CERTIFICATE OF AUTHORIZATION NO. LB-6734

JON S. ROBBINS
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4452.

DATE

~~PRECISION~~ SURVEYING & MAPPING, INC.
7080 RED OAK LOOP, NEW PORT RICHEY, FLORIDA 34654
PHONE 727-841-8414
LB NO. 6734

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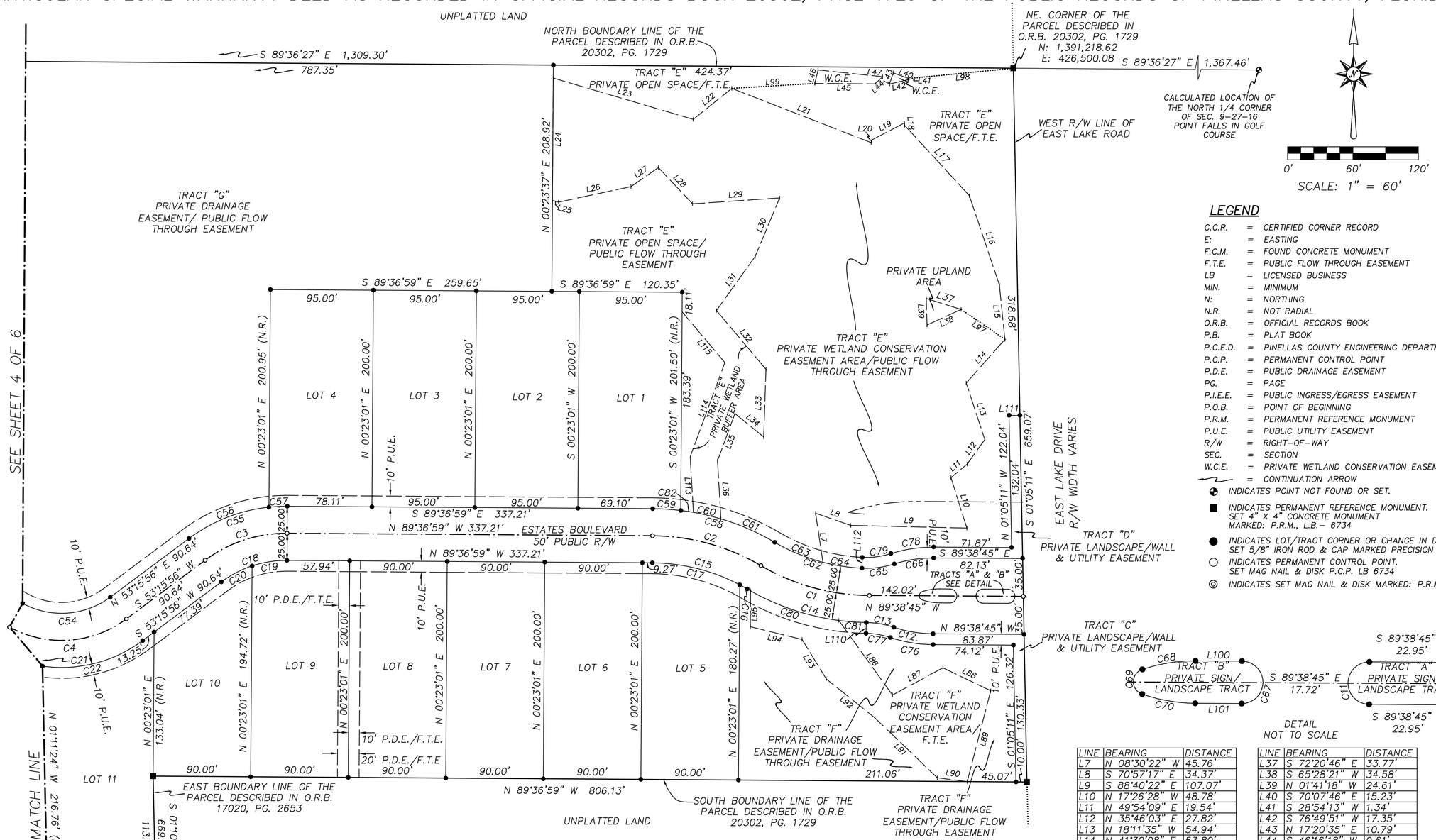

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INDICATES SET MAG NAIL & DISK MARKED: P.R.M. L.B. 6734

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	30°05'13"	200.00'	105.02'	103.82'	S 74°36'08" E
C2	30°03'28"	200.00'	104.92'	103.72'	N 74°35'15" W
C3	37°07'05"	125.00'	80.98'	79.57'	S 71°49'29" W
C4	65°25'15"	100.00'	114.18'	108.08'	N 85°58'34" E
C8	180°00'00"	6.50'	20.42'	13.00'	N 00°21'15" E
C9	90°00'00"	6.50	10.21'	9.19'	N 44°38'45" W
C10	90°00'00"	6.50	10.21'	9.19'	N 45°21'15" E
C11	180°00'00"	6.50'	20.42'	13.00'	S 00°21'15" W
C12	18°07'31"	117.00'	37.01'	36.86'	S 80°34'59" E
C13	17°25'09"	85.00'	25.84'	25.74'	S 80°13'48" E
C14	29°22'52"	225.00'	115.38'	114.12'	S 74°14'57" E
C15	30°03'28"	175.00'	91.81'	90.76'	N 74°35'15" W
C16	2°35'08"	175.00'	7.90'	7.90'	N 60°51'05" W
C17	27°28'20"	175.00'	83.91'	83.11'	N 75°52'49" W
C18	37°07'05"	100.00'	64.78'	63.66'	S 71°49'29" W
C19	18°41'51"	100.00'	32.63'	32.49'	S 81°02'06" W
C20	18°25'14"	100.00'	32.15'	32.01'	S 62°28'33" W
C21	65°25'15"	125.00'	142.73'	135.10'	N 85°58'34" E
C22	44°50'55"	125.00'	97.84'	95.37'	N 75°41'24" E
C54	65°25'15"	75.00'	85.64'	81.06'	N 85°58'34" E
C55	37°07'05"	150.00'	97.17'	95.48'	S 71°49'29" W

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C56	30°39'13"	150.00'	80.25'	79.30'	S 68°35'32" W
C57	6°27'52"	150.00'	16.92'	16.92'	S 87°09'05" W
C58	30°03'28"	225.00'	118.04'	116.69'	N 74°35'15" W
C59	6°36'36"	225.00'	25.96'	25.94'	N 86°18'41" W
C60	6°38'46"	225.00'	26.10'	26.08'	N 76°41'28" W
C61	13°48'34"	225.00'	54.23'	54.10'	N 66°27'48" W
C62	27°47'50"	175.00'	84.90'	84.07'	N 73°27'26" W
C63	15°50'33"	175.00'	48.39'	48.23'	S 67°28'47" E
C64	11°57'18"	175.00'	36.51'	36.45'	N 81°22'42" W
C65	20°19'41"	85.00'	30.16'	30.00'	S 82°28'49" W
C66	18°03'43"	117.00'	36.88'	36.73'	S 81°20'50" W
C67	180°00'00"	6.50'	20.42'	13.00'	S 00°21'15" W
C68	18°52'56"	50.18'	16.54'	16.46'	S 80°53'50" W
C69	143°08'34"	4.00'	9.99'	7.59'	S 00°21'15" W
C70	18°52'56"	50.18'	16.54'	16.46'	S 80°11'19" E
C76	18°07'31"	127.00'	40.18'	40.01'	N 80°34'59" W
C77	17°25'09"	75.00'	22.80'	22.71'	N 80°13'48" W
C78	18°03'54"	126.97'	40.03'	39.87'	S 81°20'46" W
C79	20°19'41"	75.00'	26.61'	26.47'	S 82°28'49" W
C80	22°54'15"	225.00'	89.94'	89.35'	S 71°00'38" E
C81	6°28'37"	225.00'	25.43'	25.42'	S 85°42'04" E
C82	2°59'33"	225.00'	11.75'	11.75'	N 81°30'37" W

LINE	BEARING	DISTANCE
L7	N 08°30'22" W	45.76'
L8	S 70°57'17" E	34.37'
L9	S 88°40'22" E	107.07'
L10	N 17°26'28" W	48.78'
L11	N 49°54'09" E	19.54'
L12	N 35°46'03" E	27.82'
L13	N 18°11'35" W	54.94'
L14	N 41°30'08" E	53.80'
L15	N 05°44'06" W	50.45'
L16	N 18°33'03" W	87.03'
L17	N 42°36'43" W	88.23'
L18	N 06°09'07" W	2.26'
L19	S 62°18'52" W	33.78'
L20	S 17°30'29" W	2.61'
L21	N 68°42'45" W	138.00'
L22	S 51°06'03" W	45.61'
L23	N 73°33'15" W	134.68'
L24	S 00°23'37" W	112.98'
L25	S 74°16'11" E	5.84'
L26	N 77°51'22" E	68.38'
L27	N 55°11'46" E	30.79'
L28	N 43°14'28" W	45.98'
L29	S 86°08'23" W	80.51'
L30	N 22°38'37" E	58.65'
L31	N 35°38'27" E	61.27'
L32	N 40°05'42" W	71.01'
L33	N 01°54'44" E	62.46'
L34	N 50°57'29" W	34.21'
L35	N 20°13'11" E	46.34'
L36	S 03°16'06" E	53.77'

LINE	BEARING	DISTANCE
L37	S 72°20'46" E	33.77'
L38	S 65°28'21" W	34.58'
L39	N 01°41'18" W	24.61'
L40	S 70°07'46" E	15.23'
L41	S 28°54'13" W	1.34'
L42	S 76°49'51" W	17.35'
L43	N 17°20'35" E	10.79'
L44	S 46°16'18" W	9.61'
L45	N 89°33'31" W	55.52'
L46	N 12°52'06" E	12.76'
L47	S 84°02'19" E	59.95'
L86	S 35°45'10" E	84.08'
L87	N 61°35'43" E	52.82'
L88	S 64°22'08" E	48.92'
L89	S 14°29'57" W	86.61'
L90	N 82°47'51" W	27.78'
L91	N 46°09'12" W	79.82'
L92	N 51°16'05" W	57.56'
L93	N 31°31'01" W	42.69'
L94	N 76°08'08" W	49.21'
L95	N 00°23'01" E	33.09'
L97	N 55°35'35" W	48.90'
L98	S 84°24'00" W	97.02'
L99	N 86°35'41" E	76.86'
L100	N 89°38'45" W	9.20'
L101	N 89°38'45" W	9.20'
L110	N 01°03'37" E	10.00'
L111	N 89°38'45" W	10.00'
L112	S 01°03'37" W	10.00'
L113	S 03°16'06" E	51.52'
L114	S 20°13'11" W	92.54'
L115	S 40°05'42" E	61.24'

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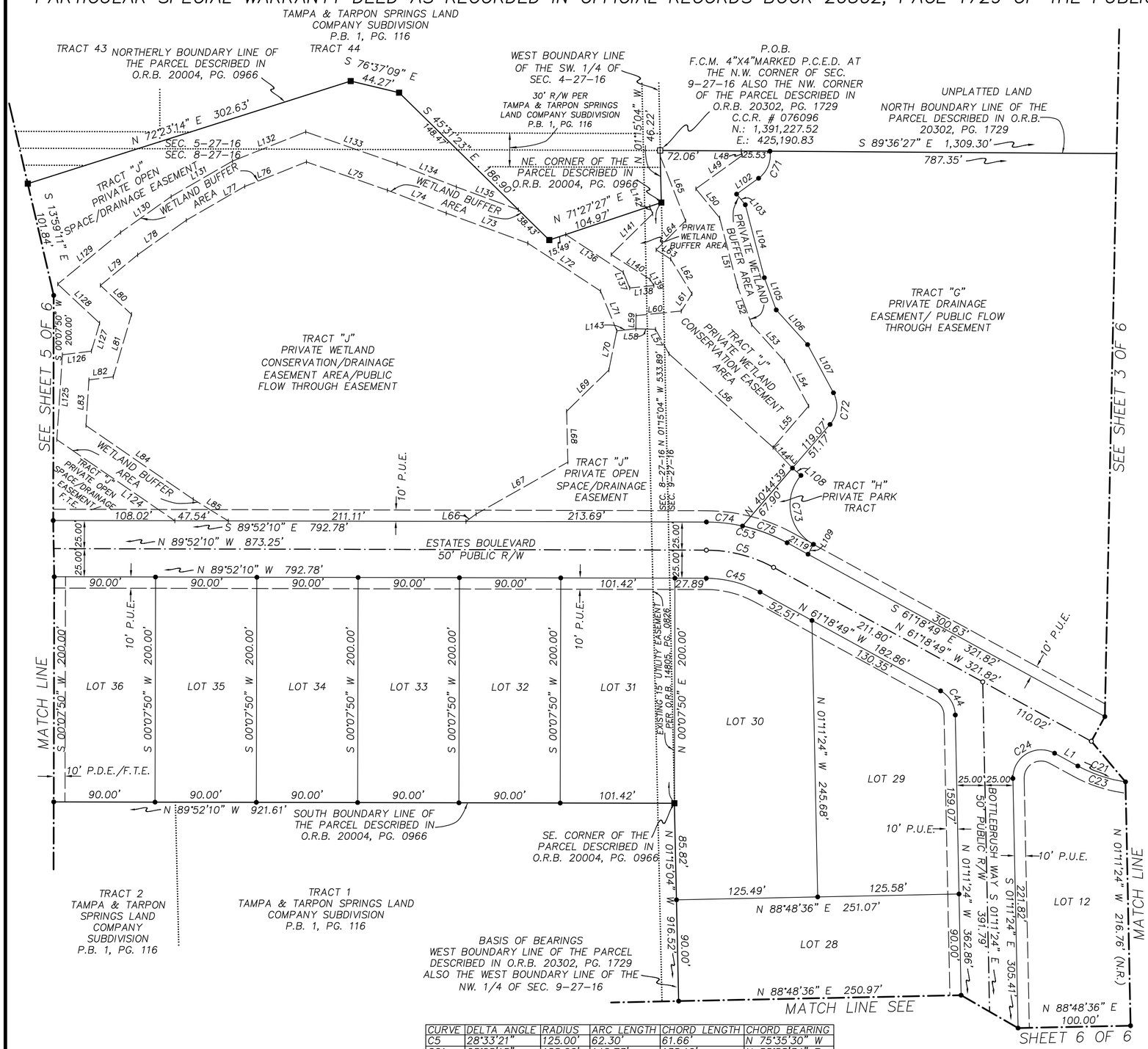

0' 60' 120'

SCALE: 1" = 60'

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CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C5	28°33'21"	125.00'	62.30'	61.66'	N 75°35'30" W
C21	65°25'15"	125.00'	142.73'	135.10'	N 85°58'34" E
C23	20°34'20"	125.00'	44.88'	44.64'	S 71°35'59" E
C24	119°52'35"	25.00'	52.31'	43.27'	S 58°44'53" W
C44	60°07'25"	25.00'	26.23'	25.05'	N 31°15'07" W
C45	28°33'21"	100.00'	49.84'	49.33'	N 75°35'30" W
C53	28°34'32"	150.00'	74.81'	74.04'	N 75°34'54" W
C71	62°53'17"	25.00'	27.44'	26.08'	N 22°43'56" E
C72	69°01'55"	25.00'	30.12'	28.33'	S 06°13'42" W
C73	102°03'29"	40.00'	71.25'	62.20'	S 10°17'05" E
C74	12°21'28"	150.00'	32.35'	32.29'	N 83°41'26" W
C75	16°13'04"	150.00'	42.46'	42.32'	N 69°24'10" W

LINE	BEARING	DISTANCE
L1	N 61°18'49" W	23.63'
L48	N 11°35'38" W	4.05'
L49	N 54°10'34" E	50.68'
L50	N 39°20'18" W	33.27'
L51	N 14°39'16" W	62.76'
L52	N 20°11'22" W	36.54'
L53	N 42°06'00" W	43.34'
L54	N 28°17'15" W	45.55'
L55	N 40°44'39" E	48.50'
L56	S 48°01'10" E	124.35'
L57	S 28°57'33" E	24.89'
L58	N 88°27'11" W	17.37'
L59	N 00°45'05" E	11.75'
L60	S 84°19'38" W	40.32'
L61	N 31°33'41" E	18.07'
L62	S 31°21'46" E	36.14'
L63	N 57°35'09" W	15.31'
L64	N 45°28'03" E	36.66'
L65	S 21°23'15" E	61.77'
L66	N 54°10'27" E	11.21'
L67	S 60°27'13" W	93.67'
L68	S 01°20'13" E	45.22'
L69	N 45°43'06" E	52.40'
L70	S 11°30'53" W	35.55'
L71	N 22°20'38" W	38.19'
L72	S 56°37'52" E	77.40'
L73	S 69°47'43" E	77.14'
L74	S 68°40'06" E	56.20'
L75	S 70°45'03" E	76.15'
L76	S 68°15'55" W	58.96'
L77	N 59°59'26" E	60.02'
L78	S 54°35'52" W	52.96'
L79	S 50°36'43" W	42.85'
L80	N 47°01'49" W	37.74'

LINE	BEARING	DISTANCE
L81	S 16°16'33" W	57.78'
L82	N 82°52'56" E	21.78'
L83	N 03°44'46" E	40.68'
L84	S 55°28'07" E	115.66'
L85	N 58°21'54" W	36.61'
L102	S 54°10'34" W	24.09'
L103	S 39°20'18" E	12.16'
L104	S 14°39'16" E	67.02'
L105	S 20°11'22" E	30.49'
L106	S 42°06'00" E	41.53'
L107	S 28°17'15" E	48.58'
L108	S 49°15'21" E	10.00'
L109	S 28°41'11" W	10.00'
L124	N 55°28'07" W	127.19'
L125	N 03°44'46" E	75.55'
L126	N 82°52'56" E	26.02'
L127	N 16°16'33" E	25.95'
L128	N 47°01'49" W	50.91'
L129	N 50°36'43" E	72.30'
L130	N 54°35'52" E	55.01'
L131	N 59°59'26" E	63.01'
L132	N 68°15'55" E	70.11'
L133	S 70°45'03" E	85.95'
L134	S 68°40'06" E	56.41'
L135	S 69°47'43" E	58.79'
L136	S 56°37'52" E	61.16'
L137	S 22°20'38" E	14.97'
L138	N 84°19'38" E	21.65'
L139	N 31°21'46" W	6.51'
L140	N 57°35'09" W	40.94'
L141	N 45°28'03" E	51.62'
L142	N 21°23'15" W	7.06'
L143	S 83°52'11" W	17.01'
L144	S 43°09'30" E	25.14'

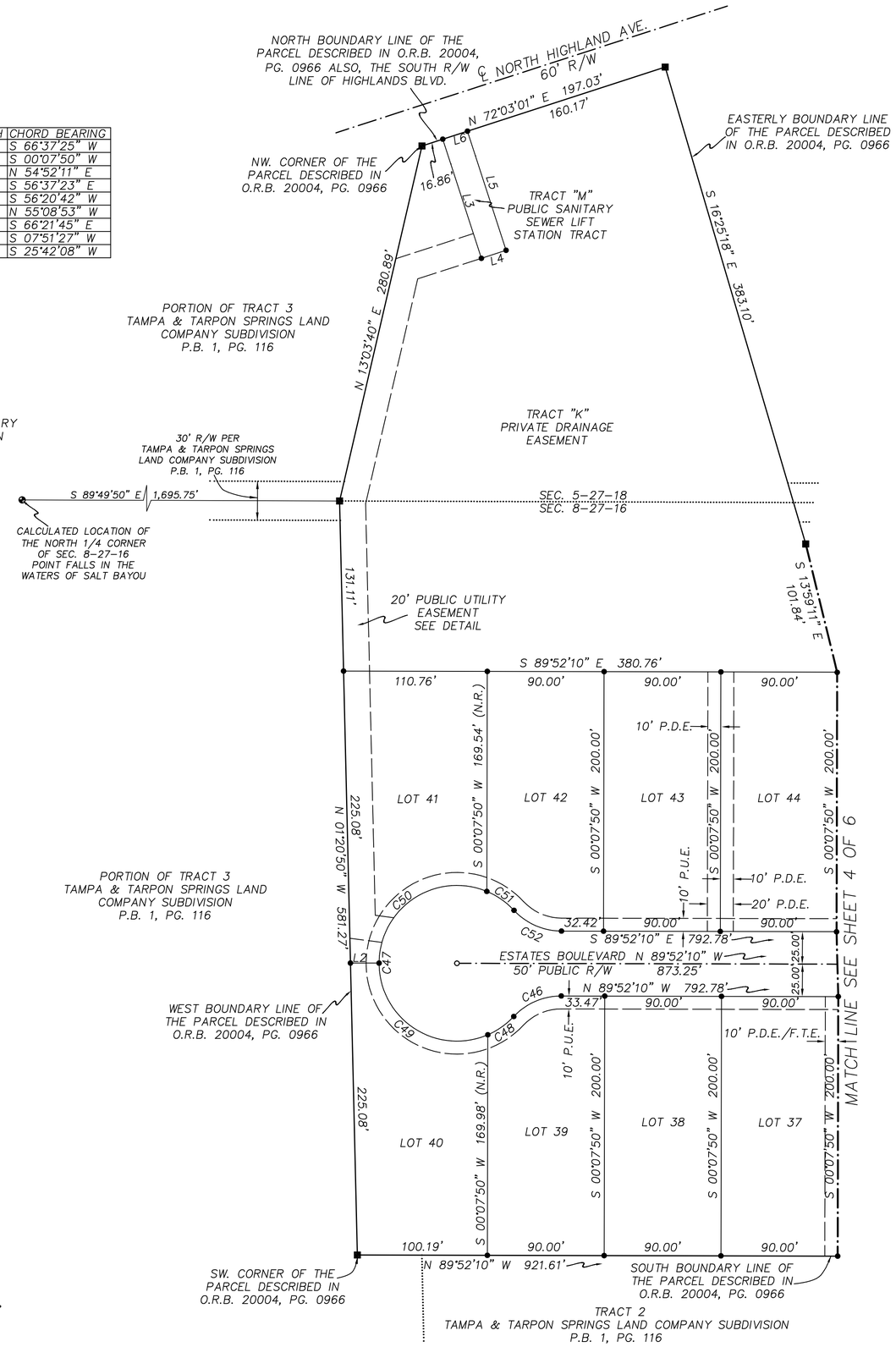
~~PRECISION~~ SURVEYING & MAPPING, INC.
7080 RED OAK LOOP, NEW PORT RICHEY, FLORIDA 34654
PHONE 727-841-8414
LB NO. 6734

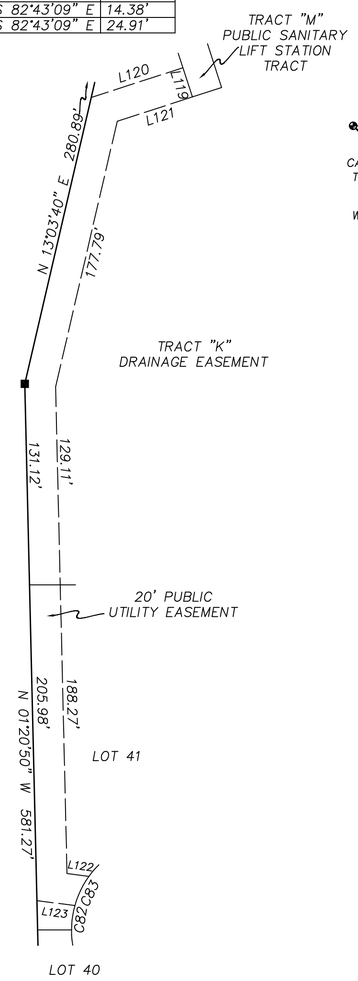
NORTH LAKE ESTATES

A REPLAT OF A PART OF TRACTS 43 AND 44 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 5, AND ALSO A PART OF TRACTS 1, 2, 3 AND THE 15 FOOT RIGHT-OF-WAY LYING IN THE NORTHEAST 1/4 OF SECTION 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 116, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, SAID SECTIONS ALL LYING WITHIN TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA. TOGETHER WITH UNPLATTED LANDS LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA, AS DESCRIBED IN THAT PARTICULAR SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 20302, PAGE 1729 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

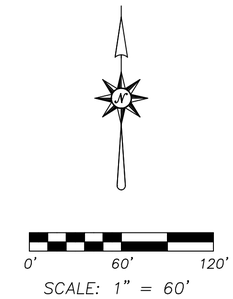
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C46	47°00'51"	50.00'	41.03'	39.89'	S 66°37'25" W
C47	274°01'42"	60.00'	286.96'	81.82'	S 00°07'50" W
C48	23°30'25"	60.00'	24.62'	24.44'	N 54°52'11" E
C49	113°30'26"	60.00'	118.86'	100.36'	S 56°37'23" E
C50	112°25'44"	60.00'	117.74'	99.73'	S 56°20'42" W
C51	24°35'07"	60.00'	25.75'	25.55'	N 55°08'53" W
C52	47°00'51"	50.00'	41.03'	39.89'	S 66°21'45" E
C82	15°27'16"	60.00'	16.18'	16.13'	S 07°51'27" W
C83	20°14'06"	60.00'	21.19'	21.08'	S 25°42'08" W

LINE	BEARING	DISTANCE
L2	S 89°52'05" E	22.06'
L3	S 17°56'59" E	96.50'
L4	N 72°03'01" E	20.00'
L5	N 17°56'59" W	96.50'
L6	S 72°03'01" W	20.00'
L119	N 17°56'59" W	20.00'
L120	S 72°03'01" W	62.85'
L121	S 72°03'01" W	51.54'
L122	S 82°43'09" E	14.38'
L123	S 82°43'09" E	24.91'





DETAIL
NOT TO SCALE



LEGEND

C.C.R.	=	CERTIFIED CORNER RECORD
E:	=	EASTING
F.C.M.	=	FOUND CONCRETE MONUMENT
F.T.E.	=	PUBLIC FLOW THROUGH EASEMENT
LB	=	LICENSED BUSINESS
MIN.	=	MINIMUM
N:	=	NORTHING
N.R.	=	NOT RADIAL
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
P.C.E.D.	=	PINELLAS COUNTY ENGINEERING DEPARTMENT
P.C.P.	=	PERMANENT CONTROL POINT
P.D.E.	=	PUBLIC DRAINAGE EASEMENT
PG.	=	PAGE
P.I.E.E.	=	PUBLIC INGRESS/EGRESS EASEMENT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
R/W	=	RIGHT-OF-WAY
SEC.	=	SECTION
W.C.E.	=	PRIVATE WETLAND CONSERVATION EASEMENT AREA
	=	CONTINUATION ARROW

- INDICATES POINT NOT FOUND OR SET.
- INDICATES PERMANENT REFERENCE MONUMENT. SET 4" X 4" CONCRETE MONUMENT MARKED: P.R.M., L.B.- 6734
- INDICATES LOT/TRACT CORNER OR CHANGE IN DIRECTION. SET 5/8" IRON ROD & CAP MARKED PRECISION LB 6734
- INDICATES PERMANENT CONTROL POINT. SET MAG NAIL & DISK P.C.P. LB 6734
- INDICATES SET MAG NAIL & DISK MARKED: P.R.M. L.B. 6734

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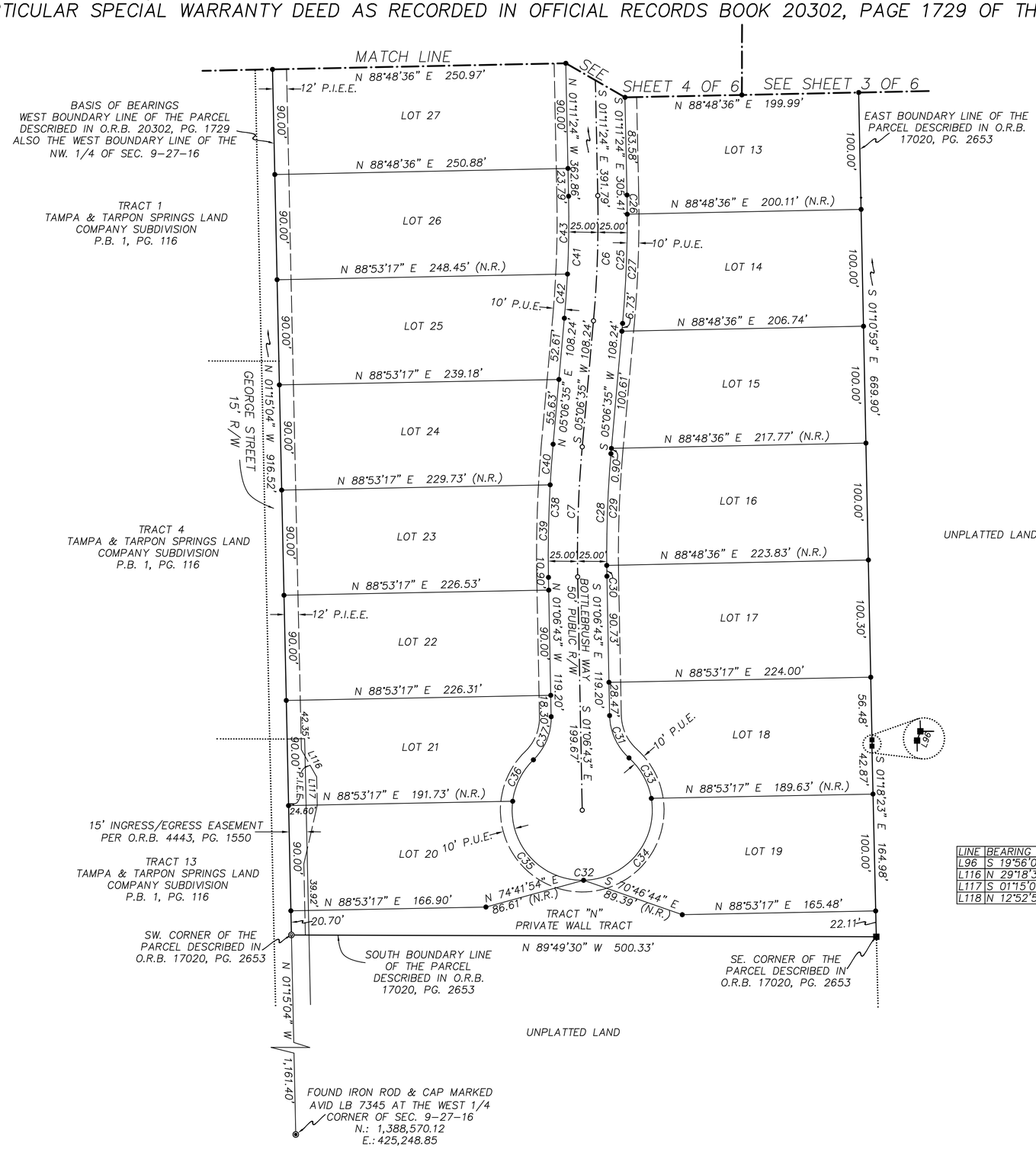

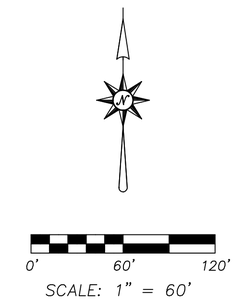

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INDICATES PERMANENT CONTROL POINT. SET MAG NAIL & DISK P.C.P. LB 6734

INDICATES SET MAG NAIL & DISK MARKED: P.R.M. L.B. 6734

LINE	BEARING	DISTANCE
L96	S 19°56'03" W	0.70'
L116	N 29°18'35" W	26.79'
L117	S 01°15'03" E	24.04'
L118	N 12°52'52" E	51.62'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C6	6°17'59"	975.00'	107.20'	107.15'	N 01°57'35" E
C7	6°13'19"	1025.00'	111.31'	111.25'	S 01°59'56" W
C25	6°17'59"	1000.00'	109.95'	109.90'	N 01°57'35" E
C26	0°56'27"	1000.00'	16.42'	16.42'	N 00°43'11" W
C27	5°21'33"	1000.00'	93.53'	93.50'	N 02°25'49" E
C28	6°13'19"	1000.00'	108.59'	108.54'	S 01°59'56" W
C29	5°41'27"	1000.00'	99.32'	99.28'	S 02°15'52" W
C30	0°31'51"	1000.00'	9.27'	9.27'	S 00°50'48" E
C31	47°00'51"	50.00'	41.03'	39.89'	S 24°37'09" E
C32	274°01'42"	60.00'	286.96'	81.82'	N 88°53'17" E
C33	38°26'50"	60.00'	40.26'	39.51'	N 28°54'09" W
C34	98°34'01"	60.00'	103.22'	90.95'	N 39°36'16" E
C35	98°24'11"	60.00'	103.05'	90.84'	S 41°54'38" E
C36	38°36'40"	60.00'	40.43'	39.67'	S 26°35'47" W
C37	47°00'51"	50.00'	41.03'	39.89'	N 22°23'42" E
C38	6°13'19"	1050.00'	114.02'	113.96'	S 01°59'56" W
C39	4°19'13"	1050.00'	79.17'	79.15'	S 01°02'53" W
C40	1°54'06"	1050.00'	34.85'	34.85'	S 04°09'32" W
C41	6°17'59"	950.00'	104.45'	104.40'	N 01°57'35" E
C42	2°16'58"	950.00'	37.85'	37.85'	N 03°58'06" E
C43	4°01'01"	950.00'	66.60'	66.59'	N 00°49'06" E

~~PRECISION~~ SURVEYING & MAPPING, INC.
7080 RED OAK LOOP, NEW PORT RICHEY, FLORIDA 34654
PHONE 727-841-8414
LB NO. 6734

2024 FLORIDA NOT FOR PROFIT CORPORATION REINSTATEMENT

DOCUMENT# N21000013480

FILED
Nov 11, 2024
Secretary of State
1172307061CR

Entity Name: NORTH LAKE ESTATES OF TARPON SPRINGS HOMEOWNERS ASSOCIATION, INC.

Current Principal Place of Business:

46 W LEMON ST
TARPON SPRINGS, FL 34689

Current Mailing Address:

46 W LEMON ST
TARPON SPRINGS, FL 34689

FEI Number: 87-4808177

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

STAMAS, GEORGE P
46 W LEMON STREET
TARPON SPRINGS, FL 34689 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: GEORGE P STAMAS 11/11/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	ST
Name	ZUTES, GEORGE C	Name	STAMAS, GEORGE P
Address	46 W LEMON ST	Address	46 W LEMON ST
City-State-Zip:	TARPON SPRINGS FL 34689	City-State-Zip:	TARPON SPRINGS FL 34689

Title	VP
Name	NEWTON, NELSON
Address	46 W LEMON ST
City-State-Zip:	TARPON SPRINGS FL 34689

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GEORGE P STAMAS DST 11/11/2024

Electronic Signature of Signing Officer/Director Detail — Date

Prepared by and return to:
GGR Holdings I, LLP.
46 W. Lemon St.
Tarpon Springs, Florida 34689

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTH LAKE ESTATES OF TARPON SPRINGS HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION, made this 11TH day of FEBRUARY, 2025, by GGR Holdings I, LLP, a Florida limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Pinellas County, Florida which is more particularly described as North Lake Estates, more particularly described as follows:

Exhibit "A" attached hereto and incorporated by reference;

hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which Declaration of Covenants, Conditions, and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above, their respective heirs, successors, and assigns, as their respective interests may appear.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions and Restrictions, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Accessory Dwelling" shall mean a structure accessory to the primary Dwelling built upon a lot for the purpose of allowing natural person(s) to reside therein.

Section 2. "Agency" shall mean the Department of Environmental Protection (DEP), a Water Management District (WMD), and local governments delegated authority to implement the environmental resource permit program.

Section 3. "Association" shall mean and refer to North Lake Estates of Tarpon Springs Homeowner's Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section4. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C".

Section 5. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 6. "City" shall mean the City of Tarpon Springs, Florida.

Section 7. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall consist of the Common Area shown on the Plat, and shall include the Surface Water Management System Facilities.

Section 8. "Declarant" shall mean and refer to GGR Holdings I, LLP, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Pinellas County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 9. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 10. "District" shall mean a water management district.

Section 11. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 12. "Environmental Resource Permit" shall mean a regulatory permit issued by the Department of Environmental Protection (DEP), a Water Management District (WMD), or a delegated local program for work that effects surface water flows.

Section 13. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 14. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 15. "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.

Section 16. "Member" shall mean a Member of the Association as set forth in Article III.

Section 17. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 18. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. The Declarant and Property Owner are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 19. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 20. "Property" shall mean all of the real property described herein.

Section 21. "Recorded" shall mean filed or record in the Public Records of Pinellas County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Pinellas County, Florida.

Section 22. "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot.

Section 23. "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 24. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II
COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easement shown as Common Area on the Plat of North Lake Estates, as recorded in the public records of Pinellas County, Florida.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without notification to the City of Tarpon Springs and/or the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system and/or the wetlands and/or wetland mitigation system are involved in such transfer.

Section 3. Responsibilities of the Association and Release of Liability.

a. Prior to conveyance to the Association, the Declarant shall be responsible for construction and maintenance of the Common Area in perpetuity. Upon conveyance, the Association shall be responsible for the Common Area in perpetuity, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on Common Area, in accordance with the standards and requirements of the City of Tarpons Springs and with the terms and conditions of the Environmental Resource Permit.

b. Any private streets, street lights, sidewalks, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements, shall be maintained by the Association in the same condition and appearance as constructed or created.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Homeowners' Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, WITH THE EXCEPTION OF THE SURFACE WATER MANAGEMENT SYSTEM AND WETLANDS INCLUDING THE WETLAND MITIGATION AREAS, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly

called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

The surface water management system and wetlands, including wetland mitigation shall be reconstructed/restored in accordance with local and state standards and requirements.

Section 6. Common Area and Blanket Easements.

a. Declarant hereby conveys to the Association a blanket easement over all of the Property for use and maintenance of all utilities and drainage as originally constructed by the Declarant, for the service of any dwelling(s), together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include water, sewer, electric, cable, telephone, natural gas, and stormwater. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

b. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

c. Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas, for the purposes of ingress and egress to any area of the Property.

Section 7. Maintenance.

Failure of Owner to Repair: The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot or (ii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iii) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (iv) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of part of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

All trees on Lots and Common Areas shall be maintained to a minimum vertical clearance of 14'0" over roadways to allow for unobstructed vehicle or emergency vehicle clearance. Sidewalk minimum vertical clearance shall be maintained at a minimum of 10'. Lot trees shall be maintained by Lot owner and Common Areas shall be maintained by the Association in accordance with the above.

All Brazilian pepper (Schinus terebinthifolius) plants on site, both in common areas by the Association as well as individually owned lots by the lot owner, shall be eradicated and kept free of Brazilian pepper in perpetuity.

Section 8. Gates. By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that, if installed the gates will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which the gates will be open. Owner further acknowledges and agrees that said gates do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant and Association from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts, and any other dangers to Owner's safety and security of their property because the gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of

Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access. Any future gating of the Community by the Association shall require approval by the City of Tarpon Springs and by Pinellas County.

Section 9. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

a. The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds or jurisdictional areas abutting their property, unless permitted by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

b. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District. Notwithstanding any provisions here within, invasive species shall be controlled in accordance with the current City of Tarpon Springs ordinances.

c. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the City of Tarpon Springs and from the Southwest Florida Water Management District Tampa Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code.

d. Each property Owner within the subdivision shall have the responsibility at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system consistent with the standards and requirements of the City of Tarpon Springs and pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

e. The Association shall maintain, as part of the common elements, surface water management system facilities for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) and the City of Tarpon Springs for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any

District permit for the Properties (now known as North Lake Estates). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

f. Any proposed amendment to the Association's documents affecting the drainage system (including environmental conservation areas and the water management portions of the common areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of the Environmental Resource Permit and/or the City of Tarpon Springs permit. The amendment affecting the drainage system may not be finalized until the necessary permit modifications are approved by the District and the City, or the Association is advised that a modification is not necessary.

ARTICLE III

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) on a date when the Declarant shall record notice terminating its Class B membership status.

Section 4. Rights and Obligations of the Association. The Association, in any event, shall have the duty and responsibility to maintain the Common Area as well as all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association may enter agreements with other Associations for maintenance of offsite landscaping and signage in the area. The Association also may provide other services and may enter agreements with other Associations. The Association has the power to and shall operate and maintain common property, specifically the surface water management system and wetland areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Sections 5 and 7, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of voting interest present and entitled to vote at any regular or special meeting convened for such purposes. The

Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television and Internet System. The Association may contract with a franchised cable television and internet operator to provide cable television and internet service in bulk to all of North Lake Estates. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 12. Termination of Association. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

ARTICLE IV
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of the entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of

labor, equipment, materials, management and water management system, (iii) operating the entry gates, if any, (iv) and those other responsibilities as outlined herein, (v) all other general activities and expenses of the Association, including the enforcement of this Declaration.

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges from Pinellas County or cable television charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Initial Assessments to Supplement the Annual Assessments. In addition to the annual assessment authorized above, the Association may levy an initial assessment as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, an initial assessment to supplement the annual assessments, equal to six (6) months estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. This initial assessment shall be available for all necessary expenditures of the Association.

(b). In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly

convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars ($500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days in advance of the meeting. For all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Initial Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual and Initial Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a lot to a Class A member.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first or second Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association.

a. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. In addition, the Association may also charge an administrative late fee in an amount not to exceed the greater of twenty-five Dollars ($25.00) or five percent (5%) of each installment that is paid past the due date.

b. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

c. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Before foreclosing a lien or recording a lien against a parcel for unpaid assessments against the Property, the Board shall provide written notice to the delinquent owner. Such notice shall:

(i) Provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(ii) Be sent by registered or certified mail, return receipt requested, and by first-class United States Mail to the parcel owner at his or her last address as reflected in the records of the association, if the address in within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

d. The Board may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Such action may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.

(i) The Board may recover any interest, late charges, costs and reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

(ii) The Board may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

e. The Board and the Association shall comply with the provisions of Section 720.3085, Florida Statutes.

f. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition, if any Owner has not paid an assessment within ninety (90) days after its due date, the Association may shut off the water to the Lot after ten (10) days notice to the Owner.

g. An Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made.

h. An owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 15. Subordination of the Lien to Mortgages. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessment that became due before the mortgagee's acquisition of title, shall be the lesser of:

a. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition or title and for which payments in full has not been received by the association; or

b. One percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the association as a defendant in the mortgagee foreclosure action.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 17. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Pinellas County.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in North Lake Estates have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in North Lake Estates have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;

(ii) governing the procedure for such submission of plans and specifications; and

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

(iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval

(i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of North Lake Estates, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Committee except as permitted by state law. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No

Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings. No storage or temporary placement of any items, including bicycles, motorcycles, or watercraft is permitted on the Common Area.

Section 2. Use of Lots. Each Lot may be improved and used for residential purposes only, and only residences, approved in accordance with Article V, may be constructed thereon. Accessory dwelling units are restricted to use by the owner/occupant of the primary dwelling on the same lot and shall not be separately addressed, shall not be rented, shall not include separate garages, and/or shall not include separate meters for utilities of any kind. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Pinellas County.

Section 3. Signs. No sign of any kind will be displayed to public view within the Property except customary name and address signs on each Lot, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and design. No sign shall be lighted. No advertising or third-party signs shall be permitted except by Declarant. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

Section 4. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard

only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot, except as may be permitted by law.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The structure shall not be visible from the street.

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. There shall be no on-street parking of vehicles on the public right of ways. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Owner must comply with all regulations of the City and County regarding parking.

Section 8. Dwellings. Only residential dwellings may be constructed on any Lot. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the City of Tarpon Springs Land Development Code. No structural or non-structural

additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted without the approval of the Architectural Committee.

Dimensional Standards:

1.	Front yard setback	25 feet
2.	Front yard oriented to long axis of lot	20 feet
3.	Side yard setback	10 feet
4.	Side street setback	15 feet
5.	Rear yard setback	20 feet
6.	Driveway width	1/3 of lot width, maximum 36 feet

Section 9. Access By Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Fences.

a. No fences shall be erected or maintained on any Lot which shall be in excess of six feet (6') in height.

b. No hedges or shrubbery shall exceed a height of eight feet (8').

c. Fences located in front of the front setback line are prohibited, except temporary fences erected by Declarant prior to sale of a Dwelling. At a minimum, fences shall be located ten feet back from the front of the house.

d. The Architectural Control Committee shall adopt and promulgate standards for fences. All fences shall comply with County regulations and shall be subject to review by the Architectural Control Committee for compliance with the adopted standards of the Architectural Committee, unless the Architectural Control Committee waives such requirements based on special circumstances.

e. A fence located along a retention pond, or located along a drainage easement adjacent to a retention pond, shall be constructed in accordance with the adopted standards of the Architectural Control Committee, and shall be subject to review by the Architectural Control Committee.

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural Committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural Committee.

Section 13. Maintenance of Entry Wall. The masonry or vinyl wall adjacent to any entrance or boundary to the subdivision, shall be maintained on the exterior of such wall and any structural repair or reconstruction shall be the responsibility of the Association.

Section 14. Lease and Ownership Restrictions. No Lot or dwelling may be leased for a term of less than twelve months. A copy of all leases shall be provided to the Association prior to occupancy by any tenant.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, or any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right in addition to procedures set out herein, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together

with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

The Southwest Florida Water Management District and/or the City of Tarpon Springs have the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Pinellas County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration. Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of ten (10) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of North Lake Estates. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of Pinellas County and the Southwest

Florida Water Management District. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

Section 5. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 6. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 7. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 8. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 9. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 10. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

Section 11. Annexation. Within ten years of the date of execution of this Declaration, the Declarant may add contiguous lands to the Property, by the filing of a supplemental declaration declaring such annexed land to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article III the Lots in the annexed lands shall be considered to have

been part of the Property since the filing of this Declaration. Within twenty (20) years of the date of execution of this Declaration, Declarant may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any residential plat or subdivision or otherwise developed for residential purposes.

ARTICLE VIII
DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association, nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of North Lake Estates including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pinellas County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) The Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Neither Declarant, nor the Association shall have any liability whatsoever to owners, guests, tenants, or invitees in connection with the retention and detention lakes and drainage easements or any part of the stormwater management system located on the Property. Each Owner, for itself and its guests, tenants, and invitees, releases Declarant and the Association from any liability in connection therewith.

Neither Declarant nor the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the Listed Parties) shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond retention and detention area, canal, creek, marsh area, stream or other water body within or adjacent to the Property, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or entity as referenced herein. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid areas shall be deemed by virtue of their acceptance of a deed to, or the use of, such Property to have agreed to hold harmless the Listed Parties from all liability related to any changes in the quality and level of the water is such bodies.

All Persons are hereby notified that from time-to-time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.
All Persons are hereby notified that lake banks and slopes within certain areas of the Property may be steep and then depths near shore may drop off sharply. By their acceptance of a deed, or use o, any Lot within the Property, all Owners or users of such Property shall be deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any lake banks, slopes or bottoms.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

ARTICLE IX
INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the

owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. To meet the requirements of Law.

4. Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within North Lake Estates as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

ARTICLE X
WARRANTIES AND MEDIATION

Section 1. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each Owner of a Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties or merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 2. Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section) shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles or Bylaws of the Association; (b) those regarding any rules, regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the disputed or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorney's fees, costs and expenses, including those incurred in mediation, arbitration or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be the subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors, or any of the Associations' committees; (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the

violation of, the provisions of this Declaration, the Articles or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Declarant have caused these presents to be executed in their corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in
the presence of:

Nelson Newton

Nelson Newton
(Print name signed above)

Liz Higgins

Liz Higgins
(Print name signed above)

GGR Holdings I, LLP,
a Florida limited partnership, by

Secretary/Treasurer

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me 11 24 day of February, 2025 by George P. Stamas, as Secretary/treas of GGR Holdings I, LLP, a Florida limited partnership, who is personally known to me or who produced _____ as identification.

Michelle Demers
Notary Public
State of Florida

Michelle Demers
(Printed, Typed or Stamped Name of Notary)

My Commission Expires: 11/15/2025

Commission Number: HH 198818

Notary Public State of Florida
Michelle Demers
My Commission
HH 198818
Exp.11/15/2025

Exhibit A

To Be Supplied Upon Recordation of Plat.

SUMMARY FOR PERFORMANCE BOND COST ESTIMATE
NORTH LAKE ESTATES

	Completed Improvements	Incomplete Improvements	Total
SCH A - GENERAL CONDITIONS	$165,553	$2,652	$168,205
SCH B - EARTHWORK	$1,150,963	$81,894	$1,232,857
SCH C - PAVING	$359,258	$219,123	$578,380
SCH D - STORM	$910,395	$23,369	$933,764
SCH E - FORCEMAIN	$365,848	$20,266	$386,114
SCH F - SANITARY	$498,916	$16,666	$515,582
SCH G - WATER DISTRIBUTION	$292,417	$16,552	$308,969
Total	$3,743,349	$380,523	$4,123,871
Contingency		125%	
Bond Amount		**$475,653**	

Joseph Cimino, P.E.

Date Prepared: June 26, 2023

Joseph A Cimino

Digitally signed by Joseph A Cimino
DN: CN=Joseph A Cimino, [illegible]
dnQualifier=A01410C000018B05D36BED00022AE2, [illegible]
O=Florida, C=US
Date: 2024.11.26 06:43:05-05'00'

JOSEPH ANTHONY CIMINO
LICENSE NO. 67540
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Joseph A. Cimino, PE, on 11/26/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SUMMARY FOR PERFORMANCE BOND COST ESTIMATE
NORTH LAKE ESTATES

	Completed Improvements	Incomplete Improvements	Total
MITIGATION PLANTING	$64,565	$64,565	$129,130
Total	$64,565	$64,565	$129,130
Contingency		125%	
Bond Amount		**$80,706**	

Joseph Cimino, P.E.

Date Prepared: June 26, 2023

Joseph A Cimino

Digitally signed by Joseph A Cimino
DN: CN=Joseph A Cimino, dnQualifier=A01410C00ED018305D36BED00022AE2, O=Florida, C=US
Date: 2024.11.26 06:58:00 -05'00'

JOSEPH ANTHONY CIMINO
LICENSE
NO. 67540
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Joseph A. Cimino, PE, on 11/26/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FEBRUARY 11, 2025

VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: Z30004524

BENEFICIARY:	APPLICANT:
NAME: CITY OF TARPON SPRINGS	NAME: GGR HOLDINGS I, LLP
ADDRESS: 324 E. PINE STREET TARPON SPRINGS, FL 34689	ADDRESS: 46 W. LEMON STREET TARPON SPRINGS, FL 34689

AMOUNT: U.S. $475,653.00 (UNITED STATES DOLLARS FOUR HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED FIFTY-THREE AND 00/100)
EXPIRATION DATE: FEBRUARY 11, 2026 AT OUR COUNTERS AT 350 MADISON AVENUE, 3RD FLOOR, NEW YORK, NY 10017

WE HEREBY ESTABLISH OUR IRREVOCABLE, STANDBY LETTER OF CREDIT IN YOUR FAVOR WHICH IS AVAILABLE WITH US AT OUR OFFICE INDICATED HEREIN BY SIGHT PAYMENT. IT IS AVAILABLE AGAINST PRESENTATION OF BENEFICIARY'S DRAFT(S) DRAWN ON US AT SIGHT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER, MARKED "ORIGINAL", READING: "THE UNDERSIGNED, AN AUTHORIZED OFFICER OF THE BENEFICIARY OF LETTER OF CREDIT NO. Z30004524 ISSUED BY VALLEY NATIONAL BANK, HEREBY CERTIFIES THAT THE AMOUNT CURRENTLY DRAWN UNDER THE AFOREMENTIONED LETTER OF CREDIT REPRESENTS THE AMOUNT DUE AS A RESULT OF THE FAILURE OF GGR HOLDINGS I, LLP TO COMPLY WITH THE TERMS AND CONDITIONS OF A CERTAIN ENGINEER'S ESTIMATE DATED NOVEMBER 26, 2024 TITLED, "SUMMARY FOR PERFORMANCE BOND COST ESTIMATE FOR NORTH LAKE ESTATES SITE WORK", PREPARED BY JOSEPH A. CIMINO."
2. THIS ORIGINAL LETTER OF CREDIT, INCLUDING ANY AND ALL ORIGINAL AMENDMENTS THERETO.

THE EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF AND FROM ANY FUTURE EXPIRATION DATE UNLESS, AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE, WE SEND NOTIFICATION TO YOU TO YOUR ADDRESS INDICATED HEREIN IN WRITING BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, UPS, FEDEX OR HAND DELIVERY (WITH RECEIPT ACKNOWLEDGED), THAT THE EXPIRATION DATE OF THIS LETTER OF CREDIT WILL NOT EXTEND BEYOND ITS CURRENT EXPIRATION DATE. UPON SUCH NOTICE, DRAWING(S) HEREUNDER MAY ALSO BE MADE, UP TO THE THEN CURRENT EXPIRATION DATE, AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

L. BENEFICIARY'S DRAFT(S) DRAWN ON US AT SIGHT.
2. BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER, MARKED "ORIGINAL", READING: "THE UNDERSIGNED, AN AUTHORIZED OFFICER OF THE BENEFICIARY OF LETTER OF CREDIT NO. Z30004524 ISSUED BY VALLEY NATIONAL BANK, HEREBY CERTIFIES THAT WE ARE IN RECEIPT OF A WRITTEN NOTICE FROM VALLEY NATIONAL BANK THAT THE EXPIRATION DATE OF THE AFOREMENTIONED LETTER OF CREDIT WILL NOT EXTEND BEYOND ITS CURRENT EXPIRATION DATE AND WE HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT OR OTHER ACCEPTABLE SECURITY."

3. THE ORIGINAL OF THIS LETTER OF CREDIT, INCLUDING ANY AND ALL ORIGINAL AMENDMENTS THERETO.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER VALLEY NATIONAL BANK IRREVOCABLE STANDBY LETTER OF CREDIT NO. Z30004524 DATED FEBRUARY 11, 2025."

THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE SUBMITTED TO US FOR ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION. IF YOUR DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER, WE WILL ENDORSE THE ORIGINAL OF THIS LETTER OF CREDIT AND RETURN SAME TO THE BENEFICIARY FOR POSSIBLE FUTURE DRAWINGS.

ALL CORRESPONDENCE TO VALLEY NATIONAL BANK CONCERNING THIS LETTER OF CREDIT SHALL BE ADDRESSED TO THE OFFICE INDICATED HEREIN.

WE HEREBY AGREE WITH YOU THAT ANY DRAWINGS UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO US.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE
OF FLORIDA.

VERY TRULY YOURS,

VALLEY NATIONAL BANK

NAME: FRANK CHU
TITLE: FIRST VICE PRESIDENT

NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT

FEBRUARY 11, 2025

VALLEY NATIONAL BANK IRREVOCABLE
STANDBY LETTER OF CREDIT NUMBER: Z30004523

BENEFICIARY:	APPLICANT:
NAME: CITY OF TARPON SPRINGS	NAME: GGR HOLDINGS I, LLP
ADDRESS: 324 E. PINE STREET TARPON SPRINGS, FL 34689	ADDRESS: 46 W. LEMON STREET TARPON SPRINGS, FL 34689

AMOUNT: U.S. $80,706.00 (UNITED STATES DOLLARS EIGHTY THOUSAND SEVEN HUNDRED SIX AND 00/100)
EXPIRATION DATE: FEBRUARY 11, 2026 AT OUR COUNTERS AT 350 MADISON AVENUE, 3RD FLOOR, NEW YORK, NY 10017

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2. THIS ORIGINAL LETTER OF CREDIT, INCLUDING ANY AND ALL ORIGINAL AMENDMENTS THERETO.

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2. BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER, MARKED 'ORIGINAL", READING: "THE UNDERSIGNED, AN AUTHORIZED OFFICER OF THE BENEFICIARY OF LETTER OF CREDIT NO. Z30004523 ISSUED BY VALLEY NATIONAL BANK, HEREBY CERTIFIES THAT WE ARE IN RECEIPT OF A WRITTEN NOTICE FROM VALLEY NATIONAL BANK THAT THE EXPIRATION DATE OF THE AFOREMENTIONED LETTER OF CREDIT WILL NOT EXTEND BEYOND ITS CURRENT EXPIRATION DATE AND WE HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT

OUR REF NO: Z30004523 DATE: February 11, 2025

OR OTHER ACCEPTABLE SECURITY."
3. THE ORIGINAL OF THIS LETTER OF CREDIT, INCLUDING ANY AND ALL ORIGINAL AMENDMENTS THERETO.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER VALLEY NATIONAL BANK IRREVOCABLE STANDBY LETTER OF CREDIT NO. Z30004523 DATED FEBRUARY 11, 2025."

THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE SUBMITTED TO US FOR ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION. IF YOUR DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER, WE WILL ENDORSE THE ORIGINAL OF THIS LETTER OF CREDIT AND RETURN SAME TO THE BENEFICIARY FOR POSSIBLE FUTURE DRAWINGS.

ALL CORRESPONDENCE TO VALLEY NATIONAL BANK CONCERNING THIS LETTER OF CREDIT SHALL BE ADDRESSED TO THE OFFICE INDICATED HEREIN.
WE HEREBY AGREE WITH YOU THAT ANY DRAWINGS UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO US.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 AND ANY SUBSEQUENT REVISIONS THEREOF APPROVED BY A CONGRESS OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ADHERED TO BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE
OF FLORIDA.

VERY TRULY YOURS,

VALLEY NATIONAL BANK

NAME: KEITH STAPLETON
TITLE: FIRST VICE PRESIDENT

NAME: RONALD BARGIEL
TITLE: FIRST VICE PRESIDENT

I#: 2019408912 BK: 20819 PG: 2543, 12/24/2019 at 08:55 AM, RECORDING 23 PAGES $197.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR12

RESOLUTION NO. 2019-38

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT FOR A 43.54-ACRE, MORE OR LESS, PARCEL OF LAND LOCATED ON THE NORTH SIDE OF KEYSTONE ROAD APPROXIMATELY 0.75 MILES FROM THE INTERSECTION OF KEYSTONE ROAD AND NORTH HIGHLAND AVENUE AND WEST OF EAST LAKE DRIVE, LYING IN SECTIONS 8 AND 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, FOR A PROPOSED SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT OF 44 DWELLING UNITS OF A MAXIMUM HEIGHT OF 35 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs received a Request to Negotiate a Development Agreement on April 3, 2019; and,

WHEREAS, the applicant, Pioneer Developers of America, Inc, as developer, has agreed to enter into a Development Agreement with the City of Tarpon Springs for development of a single family residential project on property located on the north side of Keystone Road approximately 0.75 miles from the intersection of Keystone Road and North Highland Avenue and west of East Lake Drive, pursuant to the attached Development Agreement (Resolution 2019-38 Exhibit A); and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of November 18, 2019 and recommended approval of the Development Agreement with its incorporated provisions and conditions; and,

WHEREAS, the Board of Commissioners must determine final action to approve or deny entering into the proposed Development Agreement; and,

WHEREAS, written notice and advertised notice were provided as required by City and State regulations regarding Development Agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: FINDINGS

1. The Development Agreement proposed under Application #19-32 is consistent with the requirements of the City of Tarpon Springs Comprehensive Zoning and Land Development Code.

2. The Development Agreement is consistent with the Comprehensive Plan of the City of Tarpon Springs.

3. The Development Agreement has been submitted and reviewed in accordance with the requirements of the City of Tarpon Springs Comprehensive Zoning and Land Development Code.

4. Procedural requirements of Article VI, Section 96.00 through 99.00, inclusive, of the Land Development Code have been complied with in their entirety.

SECTION 2: CONDITIONS

That all requirements of the Development Agreement shall be complied with in their entirety unless otherwise modified by subsequent resolution of the Board of Commissioners.

SECTION 3: RECORDING

That the appropriate City Officials are authorized and directed to execute the Development Agreement and to record the same in accordance with law.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 3rd **day of** December **, 2019.**

CHRIS ALAHOUZOS, MAYOR

TOWNSEND TARAPANI, VICE MAYOR

REA SIEBER, COMMISSIONER

JACOB KARR, COMMISSIONER

CONNOR DONOVAN, COMMISSIONER

MOTION BY: COMMISSIONER KARR
SECOND BY: COMMISSIONER SIEBER

VOTE ON MOTION

COMMISSIONER DONOVAN	Yes
COMMISSIONER KARR	Yes
COMMISSIONER SIEBER	Yes
VICE MAYOR TARAPANI	Absent
MAYOR ALAHOUZOS	Yes

ATTEST:

IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

Erica Angello for

THOMAS J. TRASK, B.C.S
CITY ATTORNEY

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") made and entered into this 11th day of DECEMBER, 2019, by and between the **CITY OF TARPON SPRINGS**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **PIONEER DEVELOPERS OF AMERICA, INC.**, a Florida corporation authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**."

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. Developer desires to develop 43.54 acres of property more particularly described in Exhibit "A," attached hereto and made part hereof, located in unincorporated Pinellas County (hereinafter, the "Property").

2. The Property is owned by GGR HOLDINGS I LLP, a Florida limited liability partnership.

3. The Developer wishes to have the Property annexed into the jurisdictional limits of the City of Tarpon Springs contingent upon approval of this Agreement.

4. The existing Land Use designations are RR Rural Residential and P Preservation and the existing zoning designations are RA – Residential Agricultural and RPD – Residential Planned Development.

5. The Countywide Plan map classification is RVL Residential Very Low and P Preservation and is not proposed to change, except as may be required to reflect the nature of the Preservation area pursuant to the Countywide Rules and Exhibit "C", attached hereto and made part hereof.

6. Upon annexation the proposed Land Use designation is proposed to be RVL Residential Very Low and P Preservation and the zoning designation is proposed to be RPD Residential Planned Development.

7. Developer desires to develop the Property as a single-family residential development not to exceed one (1) unit per acre [forty-four (44) homesites], said development to be in substantial compliance with the proposed Conceptual Development Plan attached hereto as Exhibit "B" and made part hereof (hereinafter, "the Project").

8. Developer desires to develop detached dwellings with accessory dwellings for mother-in-law apartments.

9. The development rights of the Project are subject to the conditions of Conceptual Development Plan approval set forth below.

10. The City has determined that the Conceptual Development Plan, as described herein, is consistent with the City's Comprehensive Plan and the City's Comprehensive Zoning and Development Land Code.

10. The development rights set forth in this Agreement and Conceptual Development Plan approval are subject to the following conditions:

a. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject parcels, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of Conceptual Development Plan approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Public Works Department.

b. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, the City's land development regulations, the Florida Fire Prevention Code, all other technical codes adopted by the City of Tarpon Springs, and Federal Emergency Management Agency.

c. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code, the National Pollutant Discharge Elimination System's Best Management Practice (NPDES-BMP), and the City of Tarpon Springs' Code of Ordinances.

d. Final approval of the Fire Marshall prior to building permits being issued.

e. The City of Tarpon Springs has determined that the following development permits or approvals shall be required:

- Annexation into the City limits.
- A land use amendment to RVL Residential Very Low and P Preservation.
- A zoning map amendment to RPD Residential Planned Development shall be required for all forty-four (44) homesites.
- Preliminary Development Plan approval for the Project shall be required in accordance with Section 81.00 of the City of Tarpon Springs Comprehensive Zoning and Land Development Code.
- Confirmation and approval by the City of the wetland mitigation plan and wetland buffer as provided for herein and as approved

in Southwest Florida Water Management District Environmental Resource Conceptual Permit no. 49043397.000 and as reflected on the Wetland Mitigation Plan attached hereto and made part hereof as Exhibit "D".

- Tree protection/preservation/mitigation for each lot shall be addressed at the time of application for single-family building permits if such lots are not otherwise impacted during the subdivision improvements.
- Tree protection/preservation/mitigation for all subdivision improvements shall be addressed during the Final Development Plan review process.
- Required development permits and approvals shall be obtained at the sole expense of the Developer or applicant, and in the event that any development permissions are not received, no further development of the Project shall be allowed until such time as the City has reviewed the matter and determined whether to modify or terminate this Agreement. No action in reliance on this Agreement shall vest any development rights in the property or Project.

THE AGREEMENT BETWEEN THE PARTIES

11. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

12. Authority. This Agreement is authorized by Sections 163.3220—163.3243, Fla. Stat. (2018) (the "Florida Local Government Development Agreement Act") and Sections 96 through 99 of the City of Tarpon Springs' Comprehensive Zoning and Land Development Code.

13. Effective Date. This Agreement shall be effective upon: (a) Final approval of the Annexation of the Property to the City; (b) Final, non-appealable Approval of the Land Use Map Amendment; (c) Final, non-appealable approval of the zoning map amendment to Residential Planned Development (RPD) based on the Conceptual Development Plan attached hereto; and, (d) its recordation in the Public Records of Pinellas County, Florida ("Effective Date").

In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby (including but not limited to the Land Use Map Amendment, Rezoning, or Annexation), the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written

notice to the other party and, if requested by a party, a public hearing regarding the same. In the event of termination, the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement. This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 17th day of DECEMBER, 2019 this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

14. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and the issuance of a Certificate of Occupancy for the last single-family residence anticipated herein; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of a valid Certificate of Occupancy for the last single-family residence anticipated herein by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

15. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the Board of Commissioners of the City of Tarpon Springs as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Tarpon Springs prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the Board of Commissioners contingent upon the receipt of such consent and subordination.

Following Closing on the Exhibit "A" properties, any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

16. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233 (2), Fla. Stat. (2018). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

17. No Estoppel. The parties agree that prior to the approval of this Agreement by the Board of Commissioners, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement

is not approved by the Board of Commissioners or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

18. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

19. Conceptual Development Plan. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Tarpon Springs, the parties agree that the Project will be developed in substantial conformance with the Conceptual Development Plan attached hereto as such Conceptual Development Plan may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Project after development are the reasons that the Board of Commissioners exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City of Tarpon Springs shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

a. The Developer shall submit for review a Preliminary Development Plan pursuant to section 81.00 of the Code which shall be substantially consistent with the Conceptual Development Plan. There shall not be any substantial deviation from the provisions of the Conceptual Development Plan unless such is approved by the Board of Commissioners of the City of Tarpon Springs at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

b. Building heights, architectural style and location shall be consistent with the requirements in the Comprehensive Zoning and Land Development Code Article V.

c. The Preliminary or Final Development Plan may include accessory dwelling units on each lot proposed as "mother in law" apartments. These units shall be restricted to use by the owner/occupant of the primary dwelling on the same lot and shall not be separately addressed. A recorded restrictive covenant

will be required that prohibits rental of the accessory dwelling unit. Accessory dwellings, as defined in the Countywide Rules will not include separate garages or separate meters.

d. The Preliminary Development Plan may include driveway widths of one-third (1/3) the width of the lot for each lot with a maximum width of 36 feet.

e. This Agreement and the Conceptual Development Plan attached hereto specify certain minimum setbacks, building heights, and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements or in any matter that is reflected on the Conceptual Development Plan or addressed specifically in this Agreement through any appeal process to the Board of Adjustment for a variance, special exception or other process which would serve to vary or change the terms of this Development Agreement and the Conceptual Development Plan attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the Board of Commissioners and agreed to by the Board of Commissioners, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties.

f. The City and Developer agree that the wetland mitigation plan and the proposed wetland buffer of 25 feet provided hereto as Exhibit "D_" meets the requirements for wetland impacts as provided for in the Comprehensive Zoning and Land Development Code and that the approval hereto of this Agreement shall serve as approval of the wetland impacts and associated mitigation, subject to procurement of all required state and federal permits for the same.

20. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City or County as may be appropriate, and conveyance by recordable instrument or bill of sale, as appropriate, to the City, or County as may be appropriate, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Conceptual Development Plan, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City, or County, as applicable. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, or County, as the case may be, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

a. Pedestrian ways, sidewalks, and crosswalks located on the Property, as shown on the Conceptual Development Plan;

b. Sidewalks within the Project shall be provided on only one side of the road.

c. Water and sewer service to the Project shall be provided by the County. Developer shall be responsible for construction of all infrastructure required to service the Project. Additionally, the following infrastructure improvements shall be provided and constructed by the Developer and will be eligible for reimbursement for "upsizing" of infrastructure as provided for in the City's Code of Ordinances, if applicable. Reclaimed water distribution shall be installed by the Developer concurrently with the Development if available within 1,000 feet of the Project and as permitted by the County.

d. Other water distribution systems, including fire protection facilities and reclaimed water facilities, as may be necessary to serve the Project.

e. Stormwater drainage systems serving to conduct, transmit, channel, or otherwise provide for stormwater flow from, through and to adjoining lands according to the natural site topography including retention/detention ponds or any other stormwater facilities required by the City of Tarpon Springs or any other governmental agency with jurisdiction concerning such facilities. Any required easements or other rights of access to insure the continued maintenance and working condition of retention/detention ponds shall be granted to City by the Developer or to Developer by City, as may be applicable. Additionally, Developer shall have the following obligations relative to stormwater management facilities (hereinafter, "SMFs"):

1. All SMFs are to be built in accordance with City standards. Developer shall provide side slopes at 1 (vertical) to 4 (horizontal) or flatter and 15 foot minimum maintenance berms at 1 (vertical) to 8 (horizontal) or flatter. The inside edge of maintenance berms shall employ a minimum radius of twenty (20) feet.

2. Developer shall provide a minimum six (6) inch buffer between the 100-year/24-hour flood stage and the top-of-berm elevation for all SMFs.

3. Developer shall provide at least one (1) foot of freeboard above the maximum design stage elevation of the SMF and the inside edge of the berm.

4. For all proposed dry retention facilities, a minimum safety factor of two (2) shall be applied to the field-measured unsaturated vertical infiltration rate.

f. All proposed roads shall be constructed to meet the minimum standards of Section 131.00 (C) of the City of Tarpon Springs' Comprehensive

Zoning and Land Development Code. Developer shall be responsible for street signage and pavement striping as required.

g. Utility easements or rights-of-way.

h. Other facilities deemed necessary for public use, including but not limited to off-site road and drainage facilities as identified in the Conceptual Preliminary Development Plan review process, building permit issuance process, engineering review, fire department review, or any other review process of the City or other governmental agency with jurisdiction over such development.

21. Public Facilities. The City shall require to be provided to the boundary of the Project the following, to wit: infrastructure and services for fire protection, potable water, and sanitary sewer to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations.

22. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

a. City of Tarpon Springs Final Development Plan approval, substantially consistent with the Conceptual Development Plan

b. City of Tarpon Springs building permits.

c. Southwest Florida Water Management District surface water management permit and Environmental Resource Permit.

d. Florida Department of Environmental Protection NPDES permit.

e. Florida Department of Health drinking water permit and septic system permits, as applicable.

f. Florida Department of Environmental Protection wastewater collection permit.

g. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

23. Archeological Resource Survey. Prior to any on-site construction, Developer shall conduct or cause to be conducted an archeological resource survey. Mitigation for identified resources shall be in accordance with Section 116.00 (B) (2) of the City of Tarpon Springs' Comprehensive Zoning and Land Development Code.

24. Environmental. Developer shall be responsible for the removal of any invasive species of plants, such as Brazilian peppers, as same are defined by the Florida Department of Environmental Protection Bureau of Invasive Plant Management in the

Project area and shall take measures to ensure there is no resurgence of such invasive species.

Developer shall take any required action to relocate gopher tortoises and any other managed species living in the Project area as required by the Florida Fish and Wildlife Conservation Commission.

25. Annual Review. The City of Tarpon Springs shall review the Project once every twelve (12) calendar months from the Effective Date during the duration of the Agreement.

26. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

27. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Project, and the City for the term hereof.

28. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

29. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances, and regulations of the City of Tarpon Springs as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral

agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

30. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings. Nothing herein shall limit Developers ability to enforce the terms of the Agreement and compel the City to issue the various permits required herein.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

31. Execution. The Developer represents and warrants that this Agreement has been executed by those persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the Board of Commissioners of the City of Tarpon Springs has authorized the execution of this Agreement by the appropriate City officials.

32. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

33. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the

Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the Board of Commissioners to respond to the estoppel certificate request in a timely manner.

34. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

35. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

36. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Air Borne Express or similar overnight delivery services, addressed as follows:

To the Developer:

Pioneer Developers of America, Inc.
46 W. Lemon Street
Tarpon Springs, FL 34689
Att: George C. Zutes, President

To the City:

City of Tarpon Springs
324 E. Pine St.
Tarpon Springs, FL 34689
Attention: Mark LeCouris,
City Manager

with copies to:

with copies to:

Katie E. Cole, Esq.
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

Thomas J. Trask, Esq.
City Attorney
Trask Daigneault, LLP
1001 S. Fort Harrison Ave., Ste. 201
Clearwater, FL 33756

Notice shall be deemed to have given upon receipt or refusal.

37. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

38. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this 11th day of DECEMBER, 2019.

CITY OF TARPON SPRINGS

Witness

Witness

By: Chris Alahouzos, Mayor

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of December, 2019 by Chris Alahouzos, Mayor of the CITY OF TARPON SPRINGS, who ✓ is personally known to me or who produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

KATHERINE M. MANOUSOS
MY COMMISSION # GG 293962
EXPIRES: April 28, 2023
Bonded Thru Notary Public Underwriters

Mark LeCouris, City Manager

Irene Jacobs, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PIONEER DEVELOPERS OF AMERICA, INC.

By: _____
George C. Zutes, President

Witness

Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared George C. Zutes, as President of PIONEER DEVELOPERS OF AMERICA, INC., who ___ is personally known to me or ___ who produced Driver License as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of Pioneer Developers of America, Inc., this 11th day of December, 2019.

BARBARA JEAN COLE
MY COMMISSION # GG 100539
EXPIRES: June 22, 2022
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

13187036v2

GGR Holdings I, LLP, a Limited liability partnership, INC.

Witness

Witness

By: _____
George C. Zutes, President

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared George C. Zutes, as President of GGR HOLDINGS I LLP, a Florida limited liability partnership who ___ is personally known to me or ___ who produced Driver License as identification and, being first duly sworn, acknowledges that he has read the foregoing and that the same is true and correct, and that he is duly authorized to execute this Agreement on behalf of GGR Holdings I LLP, this 11th day of December, 2019.

BARBARA JEAN COLE
MY COMMISSION # GG 160638
EXPIRES: June 28, 2022
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Conceptual Development Plan
Exhibit "C"	Preservation Land Use Adjustment
Exhibit "D"	Wetland Impact Plan

Pioneer Developers of America, Inc.
Development Agreement Exhibit A

PROPOSED NORTH LAKE ESTATES

A PORTION OF THE SOUTHEAST ¼ OF SECTION 5 AND A PORTION OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST PINELLAS COUNTY FLORIDA; AND ALSO A PORTION OF TRACTS 1, 2, 3 AND THE VACATED 15 FOOT RIGHTS-OF-WAY LYING IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 16 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF HILLSBROUGH COUNTY FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

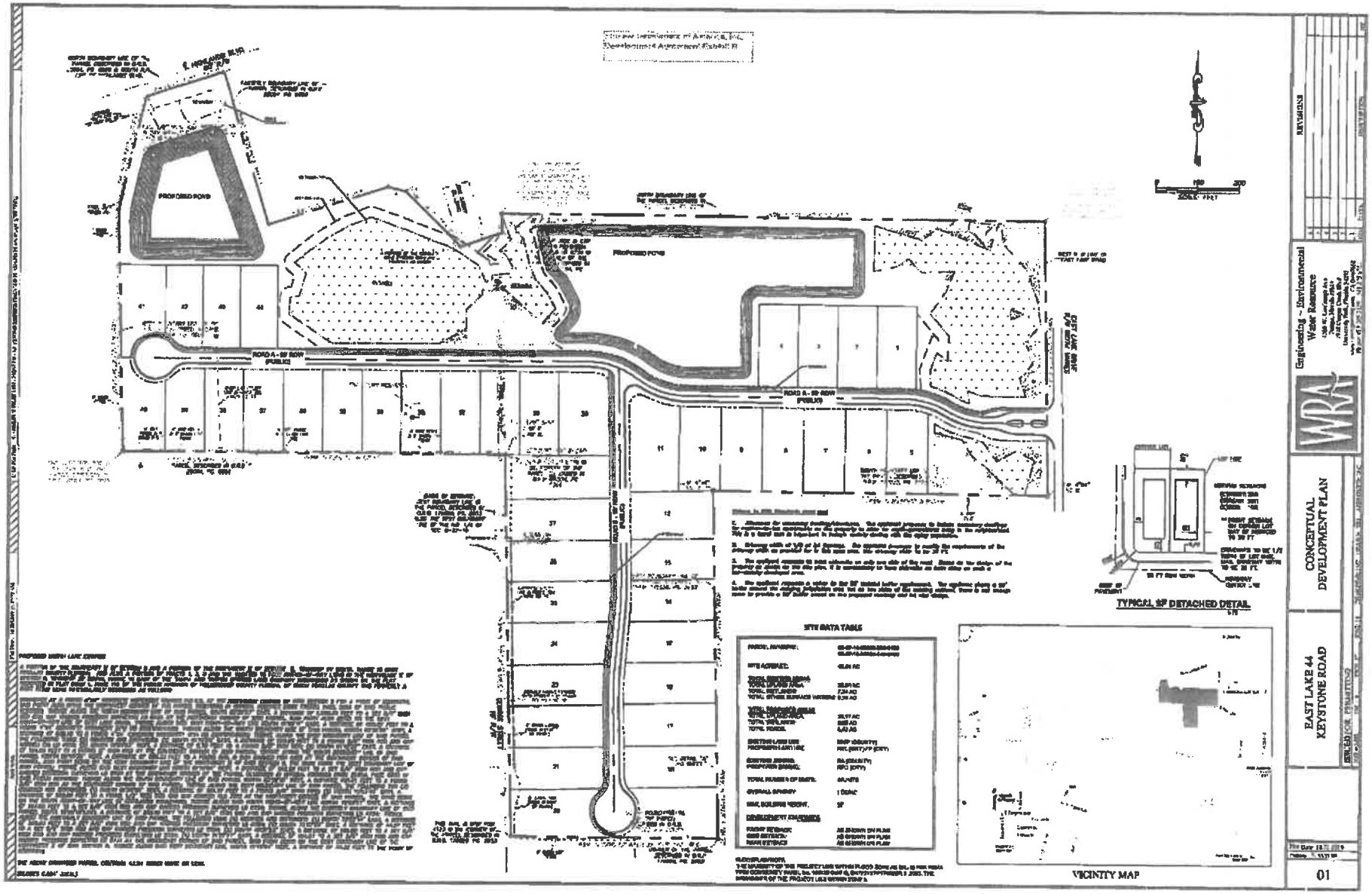
COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKED P.C.E.D. AT THE NORTHWEST CORNER OF SAID SECTION 9 FOR A POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 170020, PAGE 2653 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL SOUTH 89°36'27" EAST, A DISTANCE OF 1,309.30 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734 AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°05'11" EAST, A DISTANCE OF 659.07 FEET TO A FOUND 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°36'59" WEST, A DISTANCE OF 806.13 TO A FOUND 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 01°10'59" EAST, A DISTANCE OF 669.90 FEET TO A FOUND 5/8" IRON ROD AND CAP MARKED EBI LB 7652; (2) SOUTH 19°56'03" WEST, A DISTANCE OF 0.70 FOOT TO A FOUND 5/8" IRON ROD; (3) SOUTH 01°18'23" EAST, A DISTANCE OF 164.98 FEET TO A FOUND ½" IRON ROD AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°49'30" WEST, A DISTANCE OF 500.33 FEET TO A FOUND NAIL & DISK MARKED PSM 4123 AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9, THE SAME BEING THE WEST BOUNDARY LINE OF SAID PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE NORTH 01°15'04" WEST, A DISTANCE OF 916.52 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734 AT THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 20004, PAGE 0966 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL NORTH 89°52'10" WEST, A DISTANCE 921.61 FEET TO A FOUND 5/8" IRON ROD AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST BOUNDARY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 01°20'50" WEST, A DISTANCE OF 581.27 FEET TO A FOUND 3/4" OPEN PIPE; (2) NORTH 13°03'40" EAST, A DISTANCE OF 280.89 FEET TO A FOUND 1/2" IRON ROD AND CAP MARKED RLS 2512 AT THE NORTHWEST CORNER OF SAID PARCEL, THE SAME BEING ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHLANDS BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 72°03'01" EAST, A DISTANCE OF 197.03 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL SOUTH 16°25'18"EAST, A DISTANCE OF 383.10 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 72°23'14" EAST, A DISTANCE OF 302.63 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734; (2) SOUTH 76°37'09" EAST, A DISTANCE OF 44.27 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734; (3) SOUTH 45°31'23" EAST, A DISTANCE OF 186.90 FEET TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734; (4) NORTH 71°27'27" EAST, A DISTANCE OF 104.97 TO A SET 5/8" IRON ROD AND CAP MARKED PRECISION SURVEYING LB 6734 AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST BOUNDARY LINE OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE

Pioneer Developers of America, Inc.
Development Agreement Exhibit A

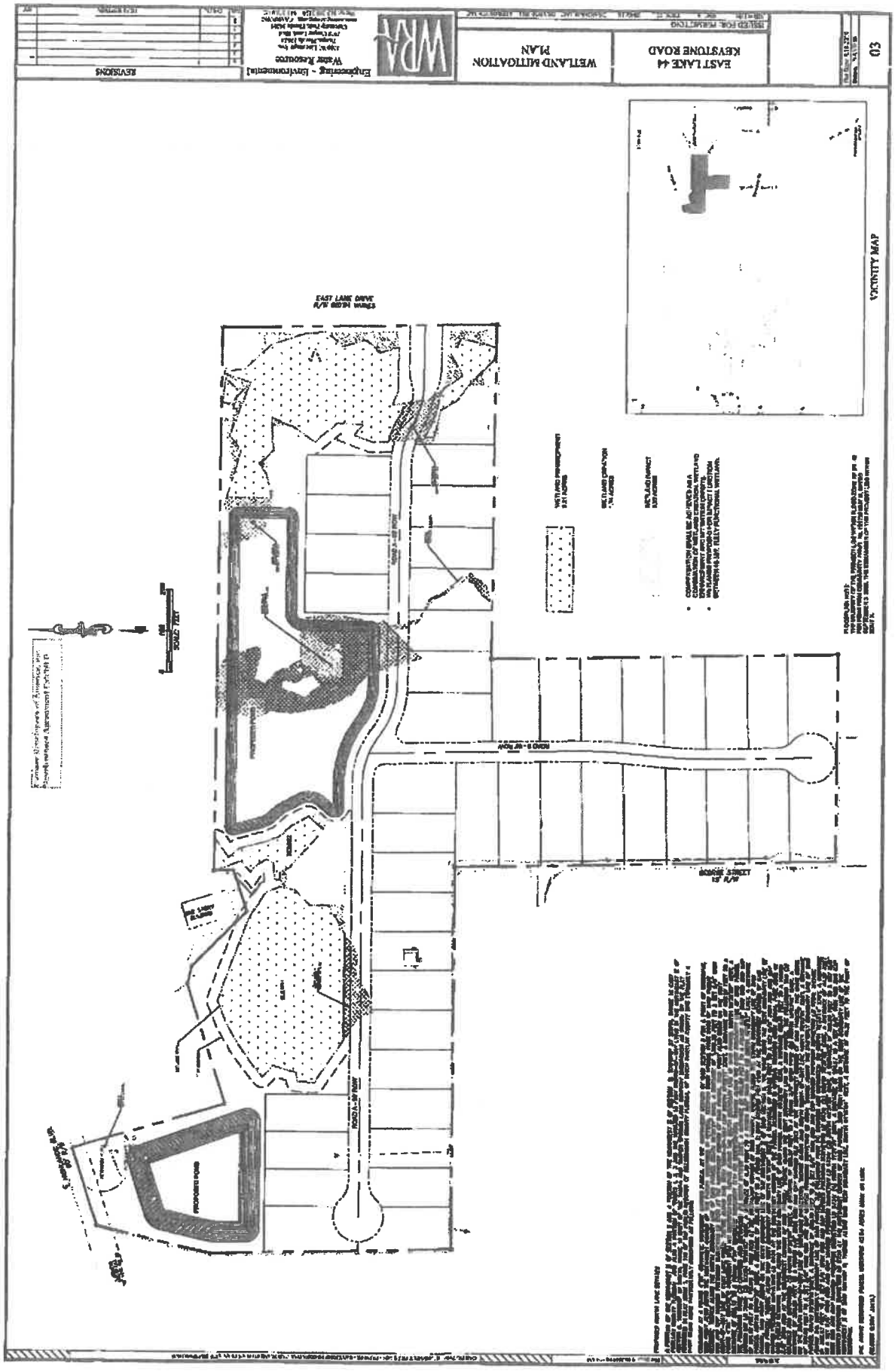
ALONG SAID WEST BOUNDARY LINE, NORTH 01°15'04" WEST, A DISTANCE OF 46.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 43.54 ACRES MORE OR LESS.

(CLOSES 0.004' J.M.M.)


PROPOSED POND
ROAD A - 50' ROW (PUBLIC)
ROAD B - 50' ROW (PUBLIC)
EAST LAKE DRIVE
SITE DATA TABLE
TYPICAL SF DETACHED DETAIL
VICINITY MAP
Engineering - Environmental
Water Resources
CONCEPTUAL DEVELOPMENT PLAN
EAST LAKE 44
KEYSTONE ROAD
01

PINELLAS COUNTY FL OFF. REC. BK 20819 PG 2564


EAST LAKE 44
KEYSTONE ROAD
WETLAND MITIGATION
PLAN
03
VICINITY MAP
EAST LAKE DRIVE
ROAD A - 50' ROW
ROAD B - 50' ROW
PROPOSED POND
REVISIONS
Engineering - Environmental
Water Resources

Simplifile E-recording Banking Detail
Detail View

Prepared for: Carol Renardo
Included Organization: City of Tarpon Springs
For the period: 12/24/2019
Account number: FLTKPC
Report generated: 12/24/2019 10:15 PM MST

Charges

NAME	TYPE	PG	ENTRY	RECORD DATE	AMT	SF	TOTAL
Pinellas County, FL							
Dec 24, 2019							
Resolution 2019-38 (Development Agreement-Pioneer Developers)							
SKM_C554e19122311350	*GOVERNMENT RELATED*	23	E 2019408912 B 20819 P 2543	12/24/2019 08:55 AM EST	197.00 *A*	4.50 *A*	**201.50**
Totals for Pinellas County, FL					**197.00**	**4.50**	**201.50**
Total of All Charges					**197.00**	**4.50**	**201.50**

Payments

PAYMENT PROCESSING	DESCRIPTION	ACCOUNT #	BANK DATE	AMT	SF	TOTAL
Simplifile Draw Down	Record Fees		12/26/2019	197.00 *A*	4.50 *A*	**201.50**
Total of All Payments				**197.00**	**4.50**	**201.50**

Document Count: 1
Package Count: 1

Questions Contact:
Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604

I#: 2020180088 BK: 21039 PG: 2124, 06/16/2020 at 07:58 AM, RECORDING 15 PAGES $129.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103503

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR A 43.54-ACRE, MORE OR LESS, PARCEL OF LAND LOCATED ON THE NORTH SIDE OF KEYSTONE ROAD APPROXIMATELY 0.75 MILES FROM THE INTERSECTION OF KEYSTONE ROAD AND NORTH HIGHLAND AVENUE AND WEST OF EAST LAKE DRIVE, LYING IN SECTIONS 8 AND 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, FOR A PROPOSED SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT OF 44 DWELLING UNITS OF A MAXIMUM HEIGHT OF 35 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs received a request from the applicant, Pioneer Developers of Amercia, Inc., to amend a Development Agreement approved on December 3, 2019 (Resolution 2019-38); and,

WHEREAS, the request seeks to provide revised exhibits as described in the attached First Amendment to Development Agreement (Resolution 2020-20 Exhibit A), and the applicant, as developer, has agreed to amend the Development Agreement pursuant to the attached Resolution 2020-20; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of May 18, 2020; and,

WHEREAS, the Board of Commissioners must determine final action to approve or deny the proposed amendment to the Development Agreement; and,

WHEREAS, written notice and advertised notice were provided as required by City and State regulations regarding Development Agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

SECTION 1: AMENDMENT TO DEVELOPMENT AGREEMENT

1. That the Development Agreement adopted under Resolution 2019-38 (Application #19-32) is hereby amended as reflected in Exhibit A of this Resolution (2020-20) along with the following Development Agreement Exhibits: Revised Exhibit B, Revised Exhibit C, and Revised Exhibit D.

SECTION 2: RECORDING

That the appropriate City Officials are authorized and directed to execute the amendment to the Development Agreement and to record the same in accordance with law.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption.

PASSED and ADOPTED this 9th day of June, 2020.

CHRIS ALAHOUZOS, MAYOR

JACOB KARR, VICE MAYOR

TOWNSEND TARAPANI, COMMISSIONER

CONNOR DONOVAN, COMMISSIONER

COSTA S. VATIKIOTIS, COMMISSIONER

MOTION BY: COMMISSIONER VATIKIOTIS
SECOND BY: COMMISSIONER DONOVAN

VOTE ON MOTION

COMMISSIONER VATIKIOTIS	Yes
COMMISSIONER DONOVAN	Yes
COMMISSIONER TARAPANI	Yes
VICE MAYOR KARR	Yes
MAYOR ALAHOUZOS	Yes

ATTEST:

SEAL

IRENE S. JACOBS, CMC
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

THOMAS J. TRASK, B.C.S
CITY ATTORNEY

EXHIBIT A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "**First Amendment**") is entered into this 15th day of June, 2020, among **PIONEER DEVELOPERS OF AMERICA, INC.**, a Florida corporation and its successors and assigns (collectively, the "**Developer**") and **THE CITY OF TARPON SPRINGS**, a municipality of the State of Florida acting through its City Council, the governing body thereof (the "**City**").

WITNESSETH:

WHEREAS, the City and Developer entered into a Development Agreement, dated December 11, 2019, recorded in O.R. Book 20819, Page 2543, Public Records of Pinellas County, Florida (the "Agreement") concerning 43.54 acres of property more particularly described therein (the "Property");

WHEREAS, the Owner of the Property, GGR Holdings I LLP, a Florida limited liability partnership, consented and joined in the Agreement;

WHEREAS, the Property includes wetland area in its boundaries, and wetlands are identified by the City's comprehensive plan as environmentally sensitive areas;

WHEREAS, Recital 4 of the Agreement provides that the existing Land Use designations are RR Rural Residential and P Preservation and that the existing zoning designations are RA Residential Agricultural and RPD Residential Planned Development;

WHEREAS, Recital 5 of the Agreement provides that the Countywide Plan map classification is RVL Residential Very Low and P Preservation, and that the Developer would be required to make an application for a countywide plan map amendment to change the Preservation area to reflect the Preservation area as shown on the Conceptual Development Plan;

WHEREAS, Recital 6 of the Agreement provides that, upon annexation, the proposed Land Use designation is RVL Residential Very Low and P Preservation and the proposed zoning designation is RPD Residential Planned Development;

WHEREAS, in accordance with these proposed Land Use and zoning designation changes the Developer submitted the necessary applications and exhibits to the City; and

WHEREAS, the Developer and the City wish to modify the proposed Future Land Use Map designations and the Conceptual Development Plan consistent with the terms herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereto agree as follows:

1. **Incorporation of Recitals**. The above recitals are true and correct and are by this reference incorporated into and made a part hereof.

2. **Capitalized Terms.** Capitalized terms used herein that are not defined shall have the same meanings given to such terms in the Agreement.

3. **Amendment to Agreement.** The Agreement is amended as follows:

a. Exhibit B to the Agreement, the Conceptual Development Plan, is hereby deleted and replaced with the "Revised Exhibit B" attached to this Amendment.

b. Exhibit C to the Agreement, the Preservation Land Use Adjustment, is hereby replaced with "Revised Exhibit C", attached hereto and made part hereof, which depicts the portion of the Property changing from RR (County) to RVL (City) and the portion remaining unchanged as Preservation (P).

c. Exhibit D to the Agreement, the Wetland Impact Plan, is hereby deleted and replaced with the "Revised Exhibit D" attached to this Amendment.

d. Section 20(b) of the Agreement, is hereby amended to read:

> "Sidewalks within the Project shall be provided on both sides of the road."

e. Section 20(c) of the Agreement is hereby amended to delete the third sentence as provided below:

> "Water and sewer service to the Project shall be provided by the County. Developer shall be responsible for construction of all infrastructure required to service the Project. ~~Additionally, the following infrastructure improvements shall be provided and constructed by the Developer and will be eligible for reimbursement for 'upsizing' of infrastructure as provided for in the City's Code of Ordinances, if applicable.~~ Reclaimed water distribution shall be installed by the Developer concurrently with the Development if available within 1,000 feet of the Project and as permitted by the County."

f. Section 20(i) of the Agreement is hereby added to read:

> "A bicycle/pedestrian pathway and other passive/mini-park recreation opportunities shall be evaluated for inclusion in the development. The layout will be finalized at the Final Planned Development stage and subject to approval from Pinellas County for the Bicycle/pedestrian connection depending if connected to a County roadway. The Developer may offer alternative solutions as part of the Final Planned Development if a connection to George Street is not feasible."

4. **Future Wetland Impact.**

a. The Developer and City agree the Conceptual Development Plan element of the City's Comp Plan meets the Goals, Policies and Objections of the Coastal Management Element included but not limited to the following:

(i) by protecting and improving the natural resources of the area;

(ii) providing an overall public benefit by the development and an overall improvement to water quality within the applicable watershed by the mitigation plan;

(iii) proposing mitigation in the appropriate order of priority, by mitigating on the Property site; and,

(iv) enhancement of existing wetlands.

5. Within twelve (12) months of receipt of the issuance of the final Certificate of Occupancy associated with the development of the Project, Developer shall apply for and City shall process any necessary Future Land Use Map Amendment to reflect the post-development Preservation area, as provided for in the Comprehensive Plan. In the event Developer or Owner fails to apply for any adjustment that may be necessary, the City may, at its election, proceed with any such required amendment without objection of the Developer or Owner.

6. **Counterpart Execution**. This First Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

7. **Effect on Agreement**. Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Resolution 2020-20
Exhibit A

SIGNATURE PAGE TO FIRST AMENDMENT

IN WITNESS WHEREOF, Developer and City have caused this First Amendment to Development Agreement to be entered into as of the Effective Date set forth above.

CITY OF TARPON SPRINGS, FLORIDA

By: _____
MAYOR CHRIS ALAHOUZOS

By: _____
CITY MANAGER MARK LECOURIS

ATTEST:

_____
IRENE S. JACOBS, CITY CLERK

APPROVED AS TO FORM:

_____
THOMAS J. TRASK, ESQUIRE, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 12 day of June, 2020, by CHRIS ALAHOUZOS, the Mayor of the City of Tarpon Springs, who (✓) is personally known or ( ) has produced a Florida driver's license or _____ as identification.

_____
Notary Public
My Commission Expires:

KATHERINE M. MANOUSOS
MY COMMISSION # GG 293962
EXPIRES: April 28, 2023
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 12 day of June, 2020, by MARK LECOURIS, the City Manager of the City of Tarpon Springs, who (✓) is personally known or ( ) has produced a Florida driver's license or _____ as identification.

_____
Notary Public
My Commission Expires:

KATHERINE M. MANOUSOS
MY COMMISSION # GG 293962
EXPIRES: April 28, 2023
Bonded Thru Notary Public Underwriters

SIGNATURE PAGE TO FIRST AMENDMENT

PIONEER DEVELOPERS OF AMERICA, INC.

By: _____ PRESIDENT
George C. Zutes, as President

Witness

Tammy Lyman
Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 12th day of June, 2020, by George C. Zutes, as Manager of Pioneer Developers of America, Inc., a Florida corporation, who X is personally known or ( ) has produced a _____ driver's license or _____ as identification.

Tammy Lyman
Notary Public
My Commission Expires: 10/26/21

Notary Public State of Florida
Tammy A Lyman
My Commission GG 155007
Expires 10/26/2021

SIGNATURE PAGE TO JOINDER AND CONSENT TO DEVELOPMENT AGREEMENT

By execution hereof, the undersigned hereby joins and consents to the First Amendment to Development Agreement which amends that certain Development Agreement between Pioneer Developers and City of Tarpon Springs dated December 11, 2019 and recorded at O.R. Book 20819, Page 2543, in the public records of Pinellas County, Florida.

Witness

Witness

GGR HOLDINGS I, LLP

By: _____ President
George C. Zutes, President

STATE OF FLORIDA
COUNTY OF PINELLAS

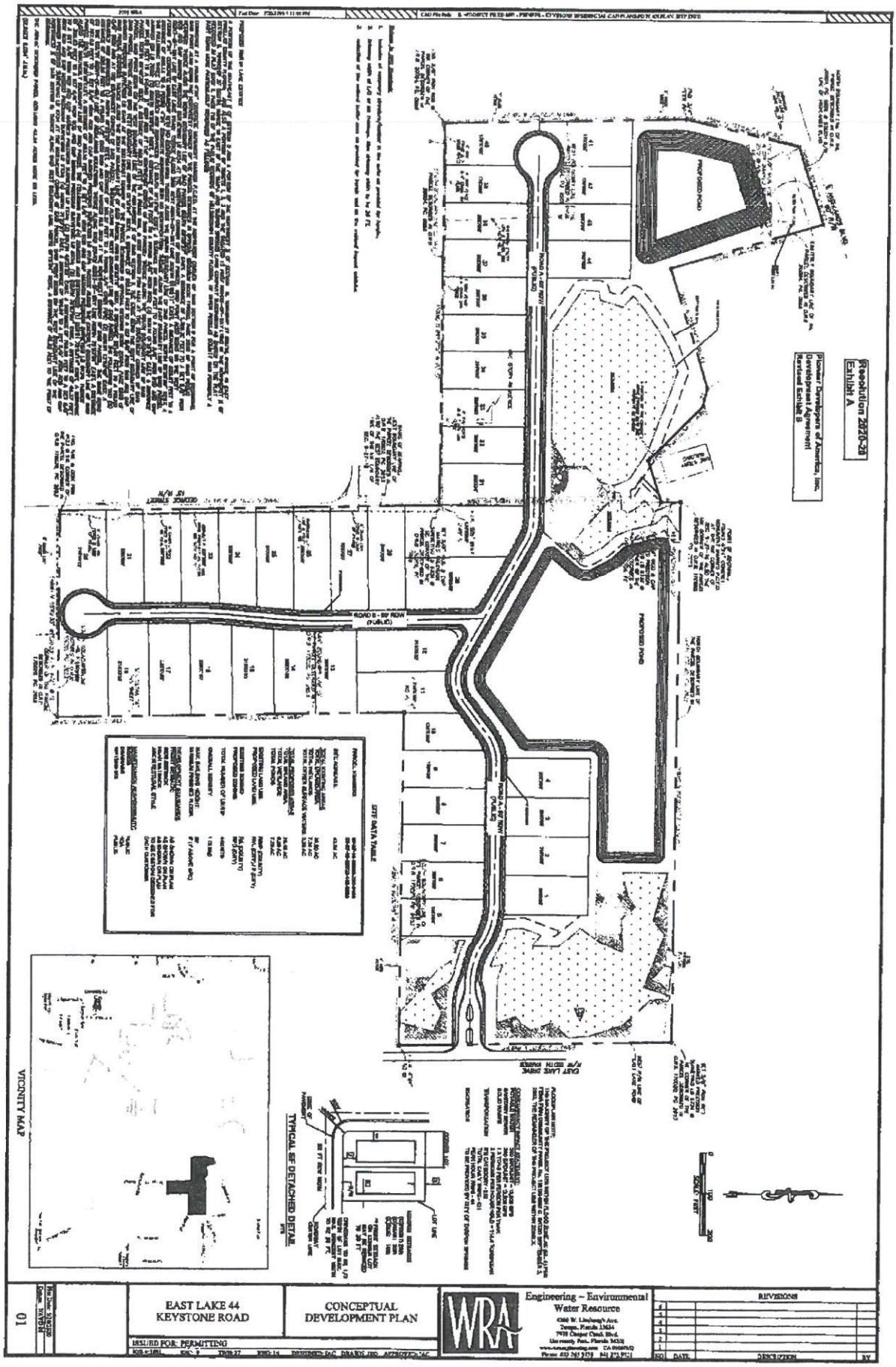
The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 12th day of June, 2020, by George C. Zutes, as President of GGR HOLDINGS I, LLP, a limited liability partnership who (X) is personally known or ( ) has produced a _____ driver's license or _____ as identification.

Notary Public
Commission Expires: 10/26/21

Notary Public State of Florida
Tammy A Lyman
My Commission GG 155007
Expires 10/26/2021

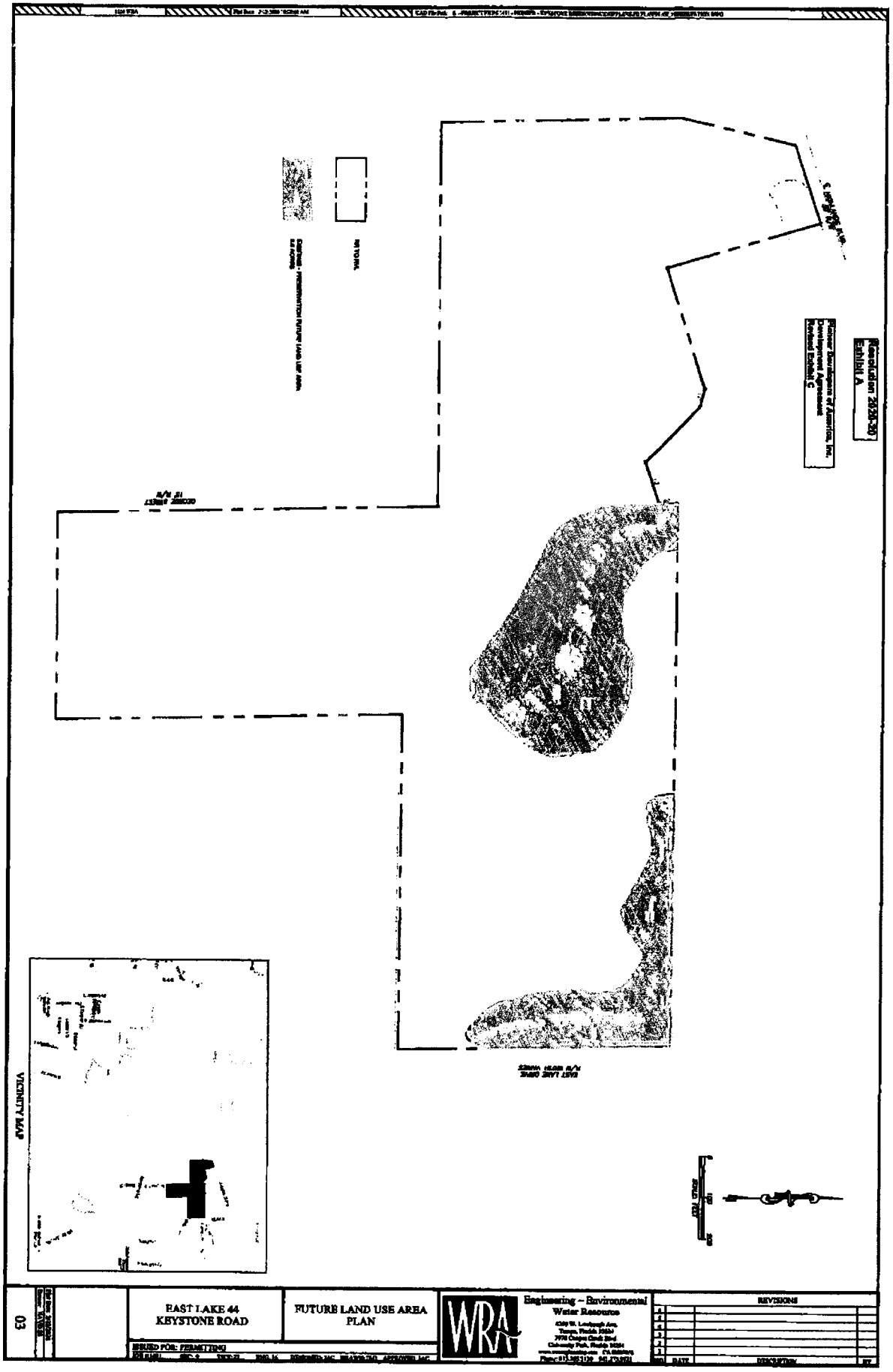
REVISED EXHIBIT "B"

Updated Conceptual Site Plan


Resolution 2020-28
Exhibit A
Pioneer Developers of America, Inc.
Development Agreement
Revised Exhibit B
ROAD A - 50' ROW (PUBLIC)
ROAD B - 50' ROW (PUBLIC)
PROPOSED POND
PROPOSED ROAD
EAST LAKE DRIVE
N/W SOUTH PARKWAY
SITE DATA TABLE
TYPICAL SF DETACHED DETAIL
VICINITY MAP
EAST LAKE 44
KEYSTONE ROAD
CONCEPTUAL
DEVELOPMENT PLAN
ISSUED FOR: PERMITTING
WRA
Engineering - Environmental
Water Resource
REVISIONS
DATE
DESCRIPTION
BY
01

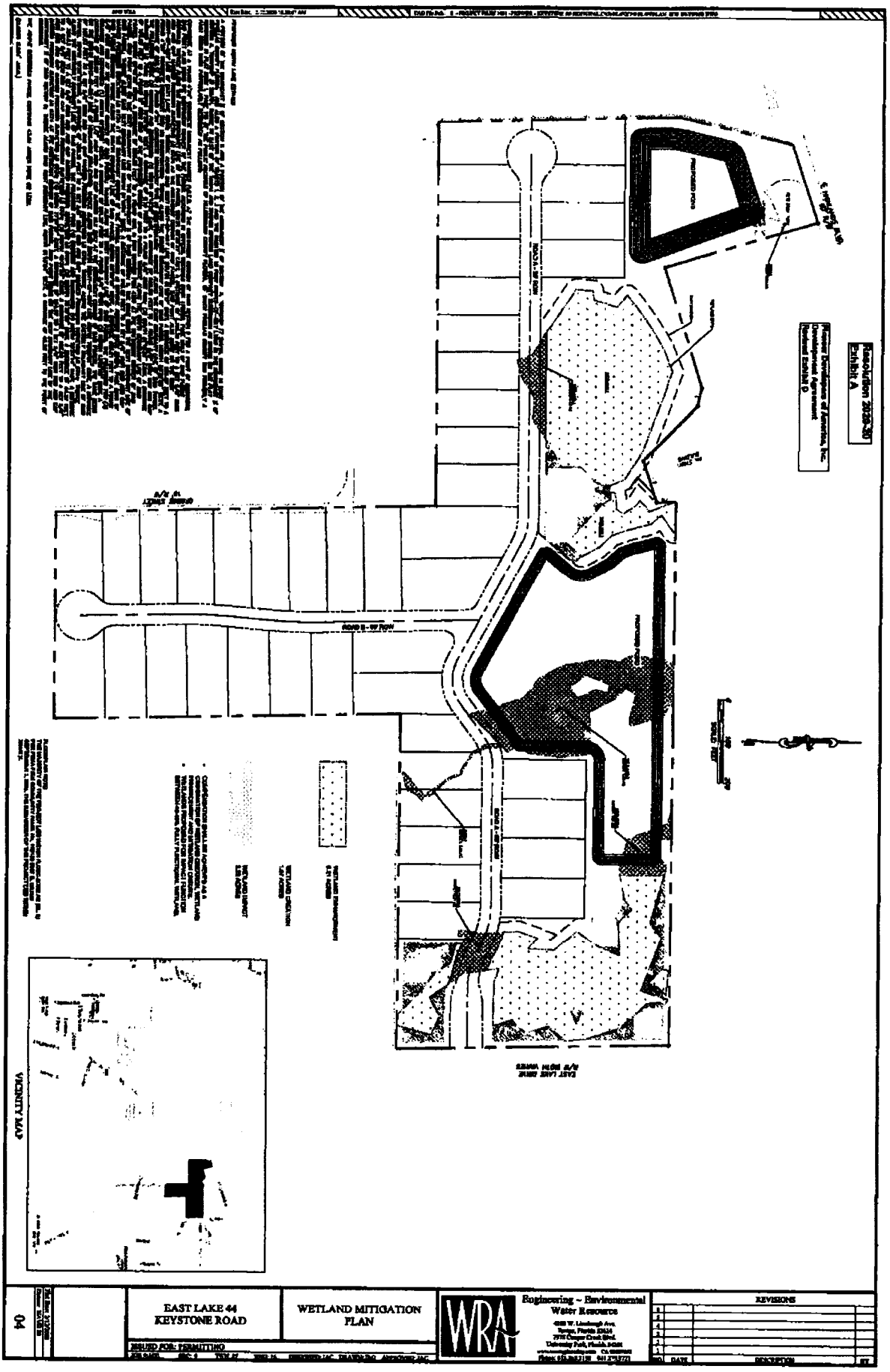
REVISED EXHIBIT "c"

Updated Preservation Land Use Area


Association 2006-2030
Exhibit A
Pulte Development of America, Inc.
Development Agreement
Revised Exhibit C
NATURAL
CONSERVATION - PRESERVATION FUTURE LAND USE AREA
EAST LAKE DRIVE
VICINITY MAP
EAST LAKE 44
KEYSTONE ROAD
FUTURE LAND USE AREA
PLAN
WRA
Engineering - Environmental
Water Resource
REVISIONS
DATE
DESCRIPTION
BY
ISSUED FOR: PERMITTING
03

REVISED EXHIBIT "D"

Updated Wetland Impact Plan


Resolution 2002-30
Exhibit A
Pulte Development of America, Inc.
Development Agreement
Contract Exhibit D
ROAD B - 50' ROW
EAST LAKE DRIVE
VICINITY MAP
EAST LAKE 44
KEYSTONE ROAD
WETLAND MITIGATION
PLAN
ISSUED FOR PERMITTING
WRA
Engineering ~ Environmental
Water Resources
REVISIONS
DATE
DESCRIPTION
04

0000081516-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas } ss

Before the undersigned authority personally appeared **Amy Robison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: TARPON SPRINGS RESOLUTION 2020-20** was published in **Tampa Bay Times: 5/ 6/20** in said newspaper in the issues of **Tampa Bay Times\Local B\Pinellas**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Amy Robison

Signature Affiant

Sworn to and subscribed before me this **.05/06/2020**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
David Kersey
My Commission GG 282146
Expires 12/05/2022

LEGAL NOTICE

NOTICE OF HEARING TO CONSIDER APPROVAL OF A DEVELOPMENT AGREEMENT

The City of Tarpon Springs, Florida, proposes to adopt the following Resolution:

RESOLUTION 2020-20

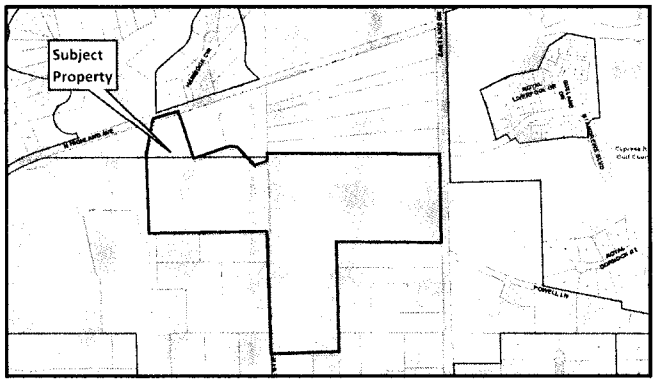
A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR A 43.54-ACRE, MORE OR LESS, PARCEL OF LAND LOCATED ON THE NORTH SIDE OF KEYSTONE ROAD APPROXIMATELY 0.75 MILES FROM THE INTERSECTION OF KEYSTONE ROAD AND NORTH HIGHLAND AVENUE AND WEST OF EAST LAKE DRIVE, LYING IN SECTIONS 8 AND 9, TOWNSHIP 27 SOUTH, RANGE 16 EAST, FOR A PROPOSED SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT OF 44 DWELLING UNITS OF A MAXIMUM HEIGHT OF 35 FEET; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Public Hearings on the proposed resolution will be held before the **Planning & Zoning Board** on

Monday, May 18, 2020 at 7:00 P.M., and

before the **Board of Commissioners** on the following date:

Tuesday, June 9, 2020 at 6:30 P.M. (Adoption Hearing)



THE PLANNING AND ZONING BOARD AND THE BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA. TO REDUCE EXPOSURE TO THE CORONAVIRUS-2019 AND PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 20-69, THE TARPON SPRINGS CITY HALL IS CURRENTLY CLOSED TO THE PUBLIC AND THEREFORE THE ABOVE LISTED PUBLIC HEARINGS MAY BE HELD USING REMOTE CONFERENCING SERVICES PROVIDED BY ZOOM. MORE INFORMATION AND INSTRUCTIONS FOR PARTICIPATION IN THE HEARINGS ARE AVAILABLE BY CONTACTING THE CITY AS PROVIDED BELOW

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express their 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 website 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.

5/6/2020 0000081516-01

0000085521-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas }ss

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Personally known X or produced identification

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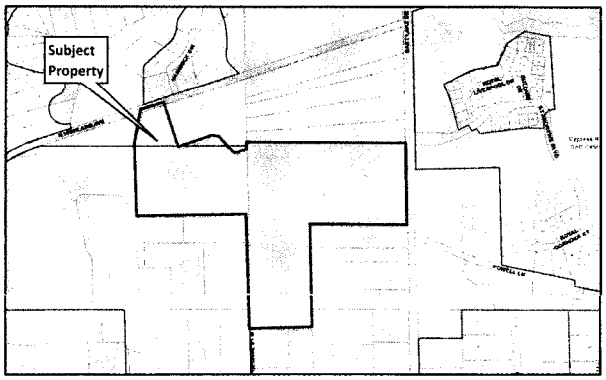

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0000085521-01

5/27/2020