



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, MARCH 11, 2025 6:30 PM - CITY HALL AUDITORIUM

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE - Girl Scout Troop 716

PROCLAMATIONS

1. Girl Scout Week (**Mayor Panagiotis Koulias**)
2. Irish American Heritage Month (**Mayor Panagiotis Koulias**)
3. Flood Awareness Month (**Mayor Panagiotis Koulias**)

PUBLIC COMMENTS

CONSENT AGENDA

4. Special Events:
 - a. Date Change Sunset Hills Elementary School PTA Color Run (**Tom Funcheon Public Works Director**)
 - b. St. Nicholas Holy Friday Procession 2025 (**Tom Funcheon Public Works Director**)
5. Attorney Fees: Dickman Law Firm Invoices 7374, 7375, 7376, 7377, 7378, 7379, 7380, 7381, 7382, 7383, 7384, 7385, 7386, 7387, 7388, 7389 (**Charles Rudd City Manager**)
6. Increase File No. 240079-N-AS, Myers Pumps and Repair Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Scott LaBrier Utilities Maintenance Supervisor, Janina Lewis Procurement Services Director**)
7. Award File No. 250131-N-AS, Lift Station SCADA System Equipment and Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Scott LaBrier Utilities Maintenance Supervisor, Janina Lewis Procurement Services Director**)
8. Increase File No. 240096-N-AS, AWC A-782 Corrosion Inhibitor (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)
9. Increase File No. 210092-C-JL, Work Uniforms (**Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)
10. Increase File No. 250101-C-PH, Traffic Control Products and Related Products and Solutions (**Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)
11. Ratify Contract File No. 250062-C-JL, Comprehensive Disaster Recovery Management Consulting Services (**Janina Lewis Procurement Services Director**)

12. Approve Florida Department of Environmental Protection Grant Agreement Amendment 22PLN93 **(Tom Kiger Public Services Director, P.J. Harbert Grant Project Specialist)**
13. Increase File No. 200087-C-AM Maintenance, Repair and Operations (MRO) Supplies **(Janina Lewis Procurement Services Director)**
14. Award File No. 250099-B-AS, Sludge Hauling and Treatment Services **(Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Director)**
15. Award File No. 250117-C-PH, Security Guard Services **(Tom Funcheon Public Works Director, Janina Lewis Procurement Services Director)**

BUSINESS ITEMS

16. Local Bayou Dredge Hydrographic Survey Options **(Bob Robertson Project Administration Dept. Director)**
17. Reconsideration of April 8, 2025 for Oath of Office Ceremony **(Vice Mayor John Koulianos)**
18. Consideration of Modifying Vacant "Research and Information Officer" Job Title and Job Description to "Public Information Officer/Marketing Specialist" **(Charles Rudd City Manager)**
19. Consideration to Authorize the Mayor to Sign Letter from Pinellas County Cities to FEMA **(Charles Rudd City Manager)**
20. Approve Change Order No. 2 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 **(Bob Robertson Project Administration Dept. Director)**

ORDINANCES AND RESOLUTIONS

21. **Resolution 2025-21:** Ratification of Executive Orders 2025-16, 2025-18, and 2025-20 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Helene **(Charles Rudd City Manager)**
22. **Resolution 2025-22:** Ratification of Executive Orders 2025-17, 2025-19, and 2025-21 Extending a Declaration of State of Emergency for Tarpon Springs due to Hurricane Milton **(Charles Rudd City Manager)**
23. **Resolution 2025-10:** Designating Juneteenth Day as a Paid City Holiday **(Jane Kniffen Human Resources Director, Charles Rudd City Manager)**
24. **Ordinance 2025-05:** Establishing Section 12.5-7 of the Code of Ordinances; Operating Hours for City Parks **(Tom Kiger Public Services Director, Jamie Taylor Recreation Superintendent, Charles Rudd City Manager) (1st Reading)**
25. **Resolution 2025-13:** Conditional Use for a Tourist Home located at 1529 Riverside Drive (Application 24-88)**(Quasi-Judicial) (Renea Vincent Planning and Zoning Director) (WITHDRAWN BY APPLICANT)**
26. **Resolution 2025-15:** Conditional Use for an Gaming Arcade in the HB (Highway Business) Zoning District; 40114 US Highway 19 N (Application 24-80)**(Quasi-Judicial)(Renea Vincent Planning and Zoning Director)**

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, Girl Scouts' birthday, March 12, commemorates the day in 1912 when Juliette Gordon Low officially registered the organization's first 18 members in Savannah, Georgia; and

WHEREAS, throughout its long and distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of character, conduct, and patriotism; and

WHEREAS, Girl Scouting connects girls to a world of possibilities in a positive and inclusive, girl-led environment, where girls are inspired to discover their passion and empowered to reach their full potential; and

WHEREAS, through Girl Scouting, girls gain courage, confidence, and character to make their communities and the world a better place; and

WHEREAS, Girl Scouts Service Unit Beautiful Waters of Tarpon Springs, through its programming allows each girl the opportunity to thrive and ensure girls in our community know they can do anything they put their minds to doing and encourages them to feel empowered and embrace their unique strengths.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of March 9 - 15, 2025 as

GIRL SCOUT WEEK

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 11th day of March 2025.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, since our nation's founding, millions of Irish men and women have immigrated to America with a spirit of determination and optimism that has strengthened our country's character and enriched our history; and

WHEREAS, the friendship between Ireland and the United States has deep roots, and Irish Americans have played an integral role in making our country a place of hope and opportunity; and

WHEREAS, Irish Americans since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments; and

WHEREAS, during Irish American Heritage Month, we recognize the vital contributions of Irish Americans to our community and owe a debt of gratitude to the generations who have sacrificed and contributed to a better America; and

WHEREAS, March has been designated Irish American Heritage Month throughout the United States to coincide with the celebration of St. Patrick's Day on the 17th.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim March 2025 as

Irish American Heritage Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 11th day of March 2025.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the City of Tarpon Springs has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in low-lying, coastal, and riverine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas, whether they are high-risk special flood hazard areas or low to moderate risk flood zones, and it is important for residents to know their flood hazard; and

WHEREAS, Tarpon Springs is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, when residents and businesses obtain proper permits prior to building, including in special flood hazard areas, and build in compliance with regulatory requirements, they reduce their risk of flood damage; and

WHEREAS, protecting the natural floodplain in the City of Tarpon Springs is vital to maintaining wildlife and endangered species habitat, providing water quality benefits, and allowing for flood water storage; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents; and

WHEREAS, the City of Tarpon Springs has declared the month of March 2025 as Flood Awareness Month and the Florida Floodplain Managers Association (FFMA) and the Florida Division of Emergency Management (FDEM) have declared the week of March 3-9, 2025, as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, building permit requirements, the natural and beneficial functions of floodplains, and how to prepare for emergencies.

NOW, THEREFORE, I, Panagiotis Koulias, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of March 2025 as

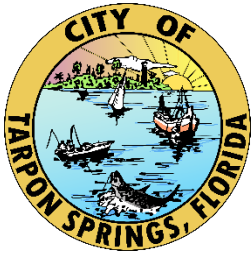
Flood Awareness Month

and further encourage the citizens of Tarpon Springs to increase their knowledge of how to protect themselves and their property from the risk of flooding.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 11th day of March 2025.

City Clerk & Collector

Mayor



**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: March 4, 2025

Subject: Special Event – Sunset Hills Elementary School
PTA Color Run on ~~February 22, 2025~~. **March 29, 2025**
1ST Addendum

Recommendation:

That the Mayor and Board of Commissioners approve revised date, March 29, 2025, for special event “PTA Color Run” by Sunset Hills Elementary School. Previous date February 22, 2025

Background:

This date change has been approved by The Tarpon Springs PD, Fire Marshal and all other affected parties.

City of Tarpon Springs
Application for Special Events

Event Information:

Date of Application: January 27, 2025

Name of Event: Sunset Hills PTA Color Run

Date(s) of Event: February 22, 2025 / DATE CHANGE: MARCH 29, 2025

Alternate Date(s): _____

Hours of Event: 8:30-11:00 am

Set up/break down time needed: _____

Type/Purpose of Event: Marathon/ Walk/ Run Fundraiser for Sunset Hills PTA "Color Run"

Location of Event (include map for parade/procession routes with assembly and disband points):
From Sunset Hills Elementary (1347 Gulf Road, Tarpon Springs) To Sunset Beach and Back to School

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: Sunset Hills Elementary PTA

Registered Nonprofit Org.: Yes ☒ No ☐

Organizations Address: 1347 Gulf Road, Tarpon Springs, FL 34689

Individual to Contact: Maria Galouzis (Telephone #) 466-7417 (email) shptapres@gmail.com

Alternative Contact: Jordon Taylor Romero (Telephone #) 407-715-7900 (email) _____

General Information:

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

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

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

Location for Attendee Parking: _____

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

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

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

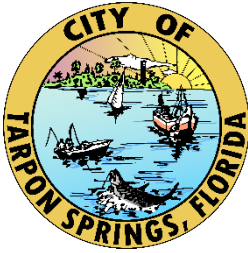
Is the Certificate of Insurance Attached: Yes ☐ No ☐ If not, when will it be sent: _____

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.

Maria Galouzis
Signature of Applicant

1/27/2025
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: March 11, 2025

Re: Special Event – St. Nicholas Greek Orthodox Cathedral
Holy Friday Procession
April 18, 2025

Recommendation:

That the Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Holy Friday Procession" on April 18, 2025, and the temporary closure of the following streets: N. Pinellas Ave., at the Church, Orange St., Safford Ave., Tarpon Ave. and back to Pinellas Ave.

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 Good Friday Procession will begin at approximately 8:00 p.m. and will end by 10:00 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: March 3, 2025
Name of Event: Holy Friday Procession
Date(s) of Event: April 18, 2025
Alternate Date(s): —
Hours of Event: 8:00 PM TO 10:00 PM
Set up/break down time needed: —
Type/Purpose of Event: Procession in street

Location of Event (include map for parade/procession routes with assembly and disband points):
N. Pinellas at Church, Orange St, Sappard, Tarpon Ave
and back to 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 GO Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E Tarpon Ave, Tarpon Springs, FL 34689
Individual to Contact: Denise Letourneau (Telephone #) 727-937-3540 (email) —
Alternative Contact: Church office (Telephone #) 937-3540 (email) —

General Information:

Number of Vendors: — (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): —
Approximate Number of Attendees: — Entrance Fee: \$ —
Location for Attendee Parking: —
Will Private Security be Provided: Yes ☐ No ☐ Name of Private Company: —
Will the Following be Provided: Traffic Control: Yes ☐ No ☐ Crowd Control: Yes ☐ No ☐

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ 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: 3/14/25

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: March 14, 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.

Wenise Lefourn
Signature of Applicant

3/3/2025
Date

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, FL 34110



City of Tarpon Springs

March 3, 2025

Dear City of Tarpon Springs,

Enclosed are all the new invoices for all matters in progress. The total amount due is \$14,229.00, including any interest charges.

Total Fees for professional services rendered	\$14,175.00
Total Expenses	\$54.00
Total Interest	\$0.00
Total Paid	-\$0.00
Total Balance Due	\$14,229.00

If you have any questions, please contact our office.

Sincerely,
Matthew McConnell

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, FL 34110

Invoice

Invoice Number	7374
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$839.75

Admin – Community Redevelopment Agency – Tarpon Springs

2024-022 – City of Tarpon Springs – Municipality

Fees

Date	Subject	Staff	Rate	Hours	Total
01/02/2025	Receive and review draft agenda regarding 1/7 community redevelopment agency.	AD	\$225.00	0.30	\$67.50
01/03/2025	Receive and review agenda regarding 1/7 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
01/03/2025	Receive and review agenda packet regarding 1/7 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
01/07/2025	Initial review of agenda packet regarding 1/7 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
01/07/2025	Review January 7, 2025, Community Redevelopment Agency Agenda.	SL	\$225.00	0.30	\$67.50
01/17/2025	Receive and review agenda regarding 1/21 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
01/17/2025	Receive and review agenda packet regarding 1/21 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
01/20/2025	Review Downtown Redevelopment Plan.	SL	\$225.00	0.20	\$45.00

01/21/2025	Research regarding community redevelopment agency.	SL	\$225.00	1.10	\$247.50
01/30/2025	Receive and review agenda regarding 2/4 community redevelopment agency.	AD	\$225.00	0.30	\$67.50
01/31/2025	Review Community Redevelopment Agency Agenda for February 4, 2025.	SL	\$225.00	0.30	\$67.50
02/03/2025	Receive and review updated agenda packet regarding 2/4 community redevelopment agency.	AD	\$225.00	0.20	\$45.00
				3.70	\$832.50

Expenses

Date	Subject	Cost	Qty	Total
02/01/2025	Printing	\$0.25	29.00	\$7.25
				\$7.25
Subtotal				\$839.75
Total				\$839.75
Total Balance Due				\$839.75

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
Total			\$0.00	\$0.00	\$0.00

Dickman Law Firm

Account Summary

No entries found

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7375
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$2,167.30

2024-001 - City of Tarpon Springs - Municipality

Public Meetings and Officials City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/03/2025	Prepare 2/3 HPB meeting.	AD	\$225.00	0.60	\$135.00
02/03/2025	Attendance at 2/3 HPB meeting.	AD	\$225.00	0.50	\$112.50
02/03/2025	2-3-25 Heritage Preservation Board Agenda reviewed	AD	\$225.00	0.10	\$22.50
02/03/2025	1 email sent/reviewed regarding Update to February 4 BOC Agenda	AD	\$225.00	0.10	\$22.50
02/03/2025	2-3-25 Heritage Preservation Board Agenda Packet reviewed	AD	\$225.00	0.30	\$67.50
02/03/2025	1 email sent/reviewed regarding CRA Agenda	AD	\$225.00	0.10	\$22.50
02/03/2025	2-4-25 Board of Commissioners Agenda Packet reviewed	AD	\$225.00	0.10	\$22.50
02/03/2025	2-4-25 Board of Commissioners Agenda reviewed	AD	\$225.00	0.20	\$45.00
02/04/2025	Communication with Commissioner Eisner.	AD	\$225.00	0.30	\$67.50
02/04/2025	Communication with Mayor Koulias.	AD	\$225.00	0.40	\$90.00
02/04/2025	Prepare for 2/4 BOC and CRA meetings.	AD	\$225.00	1.50	\$337.50
02/04/2025	Attendance at 2/4 BOC and CRA meeting.	AD	\$225.00	2.20	\$495.00

02/04/2025	2-4-25 Community Redevelopment Agency Agenda Packet reviewed	AD	\$225.00	0.30	\$67.50
02/04/2025	2-4-25 Board of Commissioners Agenda Packet reviewed	AD	\$225.00	0.30	\$67.50
02/05/2025	Communication with Commissioner DiDonato.	AD	\$225.00	0.20	\$45.00
02/05/2025	Communication with Vice Mayor Koulinos.	AD	\$225.00	0.50	\$112.50
02/05/2025	2 emails sent/reviewed regarding Voting Conflicts/ Section 112.3143, Florida Statutes	AD	\$225.00	0.10	\$22.50
02/05/2025	5 emails sent/reviewed regarding Police Case TS25-3265	AD	\$225.00	0.30	\$67.50
02/06/2025	Communication with Commissioner Banther.	AD	\$225.00	0.20	\$45.00
02/07/2025	Multiple communications with Commissioner Eisner.	SL	\$225.00	0.20	\$45.00
02/07/2025	Communication with Commissioner Eisner.	AD	\$225.00	0.30	\$67.50
02/07/2025	Communication with Vice Mayor Koulianous.	AD	\$225.00	0.30	\$67.50
02/10/2025	Communication with Commissioner Eisner.	AD	\$225.00	0.10	\$22.50
02/11/2025	Communication with Commissioner Eisner.	AD	\$225.00	0.10	\$22.50
02/12/2025	Communication with Vice Mayor Koulianous.	AD	\$225.00	0.10	\$22.50
02/12/2025	Review of city public meetings calendar March 2025.	AD	\$225.00	0.20	\$45.00
				9.60	\$2,160.00

Expenses

Date	Subject	Cost	Qty	Total
02/01/2025	B & W Copy/Printing	\$0.25	16.00	\$4.00
02/01/2025	Color Copy/Printing	\$0.40	7.00	\$2.80
02/24/2025	B & White Copy/Printing	\$0.25	2.00	\$0.50
				\$7.30

Subtotal	\$2,167.30
Total	\$2,167.30
Prior Balances	\$5,310.00
Payments Since Last Invoice	-\$5,310.00
Total Balance Due	\$2,167.30

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
02/03/2025	7152	02/17/2025	\$5,310.00	\$5,310.00	\$0.00
Total			\$5,310.00	\$5,310.00	\$0.00

Payment Summary

Date	Note	Paid By	Source	Amount
02/20/2025		City of Tarpon Springs	Bank Transfer	\$5,310.00

Dickman Law Firm

Account Summary

Account Name	Balance
Operating Retainer	\$0.00

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7376
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$11.20

2024-003 - City of Tarpon Springs - Municipality

Admin- City Auditor

Expenses

Date	Subject	Cost	Qty	Total
12/31/2024	Color Copy/Printing	\$0.40	28.00	\$11.20
				\$11.20
Subtotal				\$11.20
Total				\$11.20
Total Balance Due				\$11.20

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
Total			\$0.00	\$0.00	\$0.00

Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7377
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$202.50

2024-021 - City of Tarpon Springs - Municipality

Admin- Code Enforcement Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/06/2025	Receive and review agenda regarding 1/9 code enforcement.	AD	\$225.00	0.20	\$45.00
01/13/2025	Communication with code enforcement clerk.	AD	\$225.00	0.10	\$22.50
01/13/2025	Receive and review request to settle administrative fine or lien reduction form and materials.	AD	\$225.00	0.20	\$45.00
01/30/2025	Receive and review agenda regarding 2/13 code enforcement.	AD	\$225.00	0.20	\$45.00
01/31/2025	Communication with code enforcement clerk.	AD	\$225.00	0.10	\$22.50
02/04/2025	1 email sent/reviewed regarding documents	AD	\$225.00	0.10	\$22.50
				0.90	\$202.50

Subtotal	\$202.50
Total	\$202.50
Prior Balances	\$90.00
Payments Since Last Invoice	-\$90.00
Total Balance Due	\$202.50

Prior Balances

Date	Invoice Number	Due Date	Amount	Payments/Credits	Due
02/03/2025	7153	02/17/2025	\$90.00	\$90.00	\$0.00
Total			\$90.00	\$90.00	\$0.00

Payment Summary

Date	Note	Paid By	Source	Amount
02/20/2025		City of Tarpon Springs	Bank Transfer	\$90.00

Dickman Law Firm

Account Summary

Account Name	Balance
Operating Retainer	\$0.00

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7378
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$270.00

City of Tarpon Springs vs. Tina Hinton

Fees

Date	Subject	Staff	Rate	Hours	Total
02/14/2025	Prepare Stipulation for Substitution of Counsel.	SL	\$225.00	0.20	\$45.00
02/14/2025	Prepare [Proposed] Order Granting Stipulation for Substitution of Counsel.	SL	\$225.00	0.20	\$45.00
02/14/2025	Communication with A. Salzman regarding Stipulation for Substitution of Counsel.	SL	\$225.00	0.10	\$22.50
02/14/2025	Communication with A.Salzman.	AD	\$225.00	0.10	\$22.50
02/18/2025	Prepare and file Notice of Voluntary Dismissal.	SL	\$225.00	0.20	\$45.00
02/18/2025	Review Notice of Dismissal; forward to Ms. Hinton.	AD	\$225.00	0.20	\$45.00
02/18/2025	Multiple communications regarding dismissal of case.	SL	\$225.00	0.20	\$45.00
				1.20	\$270.00

Subtotal **\$270.00**

Total **\$270.00**

Total Balance Due **\$270.00**

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7379
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$2,582.25

Admin- Planning & Zoning City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/10/2025	Receive and review agenda regarding 1/13 heritage preservation board.	AD	\$225.00	0.20	\$45.00
01/10/2025	Receive and review agenda packet regarding 1/13 heritage preservation board.	AD	\$225.00	0.20	\$45.00
01/13/2025	Initial review of agenda regarding 1/13 heritage preservation board.	AD	\$225.00	0.20	\$45.00
01/14/2025	Communication with Heritage Preservation Board Members.	AD	\$225.00	0.10	\$22.50
01/24/2025	Receive and review agenda regarding 1/27 planning and zoning board.	AD	\$225.00	0.40	\$90.00
01/26/2025	Prepare for January 27, 2024, Planning and Zoning Board.	SL	\$225.00	0.80	\$180.00
01/29/2025	Receive and review agenda regarding 2/3 heritage preservation board.	AD	\$225.00	0.40	\$90.00
02/03/2025	Review correspondence from P.McNeese.	SL	\$225.00	0.10	\$22.50
02/03/2025	Review correspondence from P.McNeese.	AD	\$225.00	0.10	\$22.50
02/03/2025	Review 1/31 legislative reporter special session report.	AD	\$225.00	0.30	\$67.50
02/03/2025	Review and revise Declaration of Restrictive Covenant.	SL	\$225.00	0.60	\$135.00

02/03/2025	1 email sent/reviewed regarding TS Historic Preservation	AD	\$225.00	0.10	\$22.50
02/04/2025	Review correspondence from C.Lanford.	AD	\$225.00	0.10	\$22.50
02/04/2025	Receive and review request for legal services regarding draft resolution 2025-14 (application #24-37).	AD	\$225.00	0.30	\$67.50
02/05/2025	Communication with P.McNeese.	AD	\$225.00	0.20	\$45.00
02/05/2025	Multiple communications with P. McNeese.	SL	\$225.00	0.30	\$67.50
02/05/2025	1 email sent/reviewed regarding Parcel 03-27-15-87858-000-1450 - Public Notice for Application	AD	\$225.00	0.10	\$22.50
02/06/2025	Revise final draft Eight Simple Steps to a Quasi Judicial Proceeding - P&Z.	AD	\$225.00	0.20	\$45.00
02/06/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.20	\$45.00
02/06/2025	Receive and review Public Notice for Application mailing list regarding Parcel 03-27-15-87858-000-1450.	AD	\$225.00	0.10	\$22.50
02/06/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.20	\$45.00
02/06/2025	Receive and review request for legal services regarding Heritage Preservation Board (HPB) application 24.78.	AD	\$225.00	0.30	\$67.50
02/06/2025	Communication with C.Lanford.	AD	\$225.00	0.10	\$22.50
02/06/2025	Review documentation and City Code sections regarding appeal for denial of Certificate of Approval.	SL	\$225.00	0.50	\$112.50
02/06/2025	Communication with C. Lunford.	SL	\$225.00	0.20	\$45.00
02/10/2025	Review correspondence from C.Lanford.	AD	\$225.00	0.10	\$22.50
02/10/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.30	\$67.50
02/10/2025	Receive and review request for legal services regarding Resolution 2025-15 Application #24-80 Conditional Use.	AD	\$225.00	0.30	\$67.50
02/10/2025	Communication with P.McNeese.	KL	\$75.00	0.10	\$7.50
02/10/2025	Receive and review request for legal services regarding draft Resolution 2025-13 Application #24-91.	KL	\$75.00	0.30	\$22.50
02/10/2025	Communication with A.Keen.	AD	\$225.00	0.10	\$22.50
02/10/2025	Multiple communications with P. McNeese.	SL	\$225.00	0.30	\$67.50
02/10/2025	Review and revise Resolution 2025-14.	SL	\$225.00	0.30	\$67.50
02/10/2025	Research Pinellas County Property Appraiser regarding Resolution 2025-14.	SL	\$225.00	0.20	\$45.00
02/10/2025	Review Resolution 2021-50 regarding planned development.	SL	\$225.00	0.20	\$45.00
02/11/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.20	\$45.00

02/12/2025	Review correspondence from R.Vincent.	AD	\$225.00	0.10	\$22.50
02/12/2025	Review and revise Ordinance related to Section 59.00.	SL	\$225.00	0.50	\$112.50
02/12/2025	Research Land Development Code Section 59.00.	SL	\$225.00	0.20	\$45.00
02/12/2025	Review and revise Ordinance related to Section 192.02.	SL	\$225.00	0.50	\$112.50
02/12/2025	Research regarding Ordinance related to Section 192.02.	SL	\$225.00	0.20	\$45.00
02/12/2025	Communication with P. McNeese.	SL	\$225.00	0.20	\$45.00
02/13/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.20	\$45.00
02/13/2025	Multiple communications with P.McNeese.	AD	\$225.00	0.20	\$45.00
02/13/2025	Review of civic clerk draft agenda item regarding resolution 2025-14 for final plat application #24-37.	AD	\$225.00	0.30	\$67.50
02/13/2025	Review of request for legal services regarding draft ordinance regarding sec. 192.02.	AD	\$225.00	0.10	\$22.50
02/13/2025	Review of request for legal services regarding draft ordinance regarding sec. 59.00.	KL	\$75.00	0.10	\$7.50
02/13/2025	Multiple communication with P. McNeese.	SL	\$225.00	0.30	\$67.50
02/13/2025	Communication with C. Lanford.	SL	\$225.00	0.20	\$45.00
				11.80	\$2,580.00

Expenses

[illegible]

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number 7380
Invoice Date 02/23/2025
Payment Due On 03/02/2025
Amount Due \$202.50

Admin- Police Department - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/05/2025	Communication with F. Ruggiero.	SL	\$225.00	0.10	\$22.50
02/05/2025	Communication with Chief Young.	AD	\$225.00	0.10	\$22.50
02/05/2025	Review 1/29/25 bodycam footage video from 12:23pm.	SL	\$225.00	0.20	\$45.00
02/05/2025	1 email sent/reviewed regarding Requested file	AD	\$225.00	0.10	\$22.50
02/05/2025	3 emails sent/reviewed regarding Police Case TS25-3265	AD	\$225.00	0.10	\$22.50
02/06/2025	Multiple communications regarding Public Records Request for police records.	SL	\$225.00	0.30	\$67.50
				0.90	\$202.50

Subtotal \$202.50

Total \$202.50

Total Balance Due \$202.50

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7381
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$607.50

Admin- Public Services City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/03/2025	Communication with T. Kiger.	SL	\$225.00	0.20	\$45.00
02/04/2025	Review correspondence from T.Kiger.	AD	\$225.00	0.10	\$22.50
02/06/2025	Receive and review request for legal services regarding final draft Executive Order & Resolution mandatory sewer connection.	AD	\$225.00	0.30	\$67.50
02/06/2025	Receive and review request for legal services regarding refund request for 312 Orange street.	AD	\$225.00	0.30	\$67.50
02/07/2025	Research Executive Orders for Hurricanes Helene and Milton entered by the Governor.	SL	\$225.00	0.40	\$90.00
02/07/2025	Review and revise Executive Order regarding mandatory sewer connection.	SL	\$225.00	0.30	\$67.50
02/07/2025	Review and revise Resolution ratifying executive order regarding mandatory sewer connection.	SL	\$225.00	0.30	\$67.50
02/07/2025	Communication with T. Kiger.	SL	\$225.00	0.20	\$45.00
02/12/2025	Multiple communications with T.Kiger.	AD	\$225.00	0.30	\$67.50
02/12/2025	Review correspondence from R.Page.	AD	\$225.00	0.10	\$22.50
02/12/2025	Communication with T.Kiger.	AD	\$225.00	0.10	\$22.50
02/12/2025	Receive and review quit claim deed regarding Mihalakis.	AD	\$225.00	0.10	\$22.50

2.70 \$607.50

Subtotal	\$607.50
Total	\$607.50
Total Balance Due	\$607.50

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7382
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$210.00

Admin- Public Works City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/11/2025	Communication with A. Mannello.	SL	\$225.00	0.20	\$45.00
02/11/2025	Review correspondence from A.Mannello.	AD	\$225.00	0.10	\$22.50
02/12/2025	Receive and review final draft agreement regarding consideration for easement Grandview Drive - Cooney.	AD	\$225.00	0.10	\$22.50
02/12/2025	Review correspondence from A.Mannello.	AD	\$225.00	0.10	\$22.50
02/13/2025	Receive and review property records regarding request for legal services regarding 312 Orange Street Sewer Connection Refund.	SL	\$225.00	0.20	\$45.00
02/13/2025	Communication with T.Kiger.	KL	\$75.00	0.10	\$7.50
02/13/2025	Communication with A. Mannello.	SL	\$225.00	0.20	\$45.00
				1.00	\$210.00

Subtotal **\$210.00**

Total **\$210.00**

Total Balance Due **\$210.00**

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7383
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$4,734.85

Admin- City Attorney City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
12/02/2024	Research city housing authority board establishment resolution no. 1062.	AD	\$225.00	0.20	\$45.00
12/02/2024	Communication with A.Salzman, Esq.	KL	\$75.00	0.20	\$15.00
12/02/2024	Communication with A. Salzman, Esq.	SL	\$225.00	0.20	\$45.00
12/04/2024	Review correspondence from T.Hickey.	KL	\$75.00	0.10	\$7.50
12/05/2024	Communication with T.Hickey.	KL	\$75.00	0.10	\$7.50
12/05/2024	Communication with K.Lemmons.	KL	\$75.00	0.10	\$7.50
12/05/2024	Communication with T. Hickey.	SL	\$225.00	0.20	\$45.00
12/16/2024	1 email sent/reviewed regarding Agenda for Tomorrow's BOC - Change to Item 24	AD	\$225.00	0.10	\$22.50
01/03/2025	Receive and review draft agenda regarding 1/7 board of commissioners.	AD	\$225.00	0.40	\$90.00
01/07/2025	Initial review of agenda packet regarding 1/7 board of commissioners.	AD	\$225.00	0.80	\$180.00
01/07/2025	Review January 7, 2025, Board of Commissioners Agenda.	SL	\$225.00	1.10	\$247.50
01/17/2025	Initial review of agenda packet regarding 1/21 board of commissioners.	AD	\$225.00	1.00	\$225.00

01/21/2025	Receive and review updated agenda packet regarding 1/21 board of commissioners.	AD	\$225.00	0.30	\$67.50
01/21/2025	Review BOC Agenda for January 21, 2025.	SL	\$225.00	1.50	\$337.50
01/31/2025	Receive and review agenda regarding 2/4 board of commissioners.	AD	\$225.00	0.50	\$112.50
01/31/2025	Review February 4, 2025, Board of Commissioners Agenda.	SL	\$225.00	1.10	\$247.50
02/03/2025	Review correspondence from H.Lee.	AD	\$225.00	0.10	\$22.50
02/03/2025	Receive and review updated agenda regarding 2/4 board of commissioners.	AD	\$225.00	0.50	\$112.50
02/03/2025	Communication with A. Salzman, Esq. regarding February 4, 2025, BOC Agenda.	SL	\$225.00	0.30	\$67.50
02/03/2025	Communication with A, Salzman, Esq.	AD	\$225.00	0.30	\$67.50
02/03/2025	Communication with A.Salzman, Esq.	AD	\$225.00	0.10	\$22.50
02/03/2025	Site visit at 20-26 Hibiscus Street.	AD	\$225.00	0.40	\$90.00
02/04/2025	Revise case management tracking report regarding request for legal services.	AD	\$225.00	0.30	\$67.50
02/04/2025	Prepare and review updated materials regarding city dept directory, organizational chart, request for legal services.	SL	\$225.00	1.00	\$225.00
02/04/2025	Research regarding voting conflicts.	SL	\$225.00	0.50	\$112.50
02/04/2025	Research regarding election code.	SL	\$225.00	0.40	\$90.00
02/04/2025	2 emails sent/reviewed regarding Political campaign/city resources	AD	\$225.00	0.20	\$45.00
02/04/2025	1 email sent/reviewed regarding Research: Voting Conflicts	AD	\$225.00	0.10	\$22.50
02/05/2025	Review board of commissioners regarding 2024-2025 appointed and elected officials.	SL	\$225.00	0.20	\$45.00
02/05/2025	Review of public meetings city calendar.	KL	\$75.00	0.20	\$15.00
02/05/2025	Review correspondence from M.Manousos.	KL	\$75.00	0.10	\$7.50
02/05/2025	Research regarding altercation at City Hall.	SL	\$225.00	0.50	\$112.50
02/05/2025	Research regarding Florida's voting conflict law.	SL	\$225.00	0.50	\$112.50
02/05/2025	Draft Email to BOC re Voting Conflicts created, then edited	AD	\$225.00	0.50	\$112.50
02/05/2025	4 emails sent/reviewed regarding [INTENAL DFL COMMUNICATION / ATTORNEY WORK PRODUCT] RE: Research: Voting Conflicts	AD	\$225.00	0.30	\$67.50
02/05/2025	3 emails sent/reviewed regarding Police Case TS25-3265	AD	\$225.00	0.10	\$22.50
02/05/2025	Draft Email to BOC re Incident at City Hall created, then edited and reviewed	AD	\$225.00	0.50	\$112.50

02/06/2025	Receive and review draft correspondence to public officials.	AD	\$225.00	0.30	\$67.50
02/06/2025	Multiple communications with P.Smith.	SL	\$225.00	0.20	\$45.00
02/06/2025	Draft Email to BOC re Voting Conflicts reviewed	AD	\$225.00	0.30	\$67.50
02/10/2025	Receive and review legislative reporter 2/7 regarding the 2025 legislative session.	SL	\$225.00	0.30	\$67.50
02/10/2025	Research HB 363 regarding community redevelopment plans.	AD	\$225.00	0.20	\$45.00
02/10/2025	Receive and review Executive Order 25-10.	AD	\$225.00	0.10	\$22.50
02/10/2025	Receive and review Executive Order 25-26.	AD	\$225.00	0.10	\$22.50
02/11/2025	Multiple communications with A.Salzman, Esq.	AD	\$225.00	0.30	\$67.50
02/11/2025	Prepare City of Tarpon Springs Attorney FY Budget Billing Data Executive Summary December 2024.	AD	\$225.00	0.70	\$157.50
02/12/2025	Research Florida law regarding municipal authority to regulate local vs. non-local food trucks.	SL	\$225.00	1.30	\$292.50
02/13/2025	Review and update case management tracking report regarding request for legal services.	AD	\$225.00	0.20	\$45.00
02/13/2025	Communication with CM.	AD	\$225.00	0.10	\$22.50
02/13/2025	Communication with BOC regarding DLF resignation.	AD	\$225.00	0.20	\$45.00
02/14/2025	Regarding transition (calendar - remove city public meetings and other city meetings entries pursuant to TS resignation).	SL	\$225.00	0.80	\$180.00
02/14/2025	Filing regarding city attorney Form 1F.	AD	\$225.00	0.60	\$135.00
02/18/2025	Filing verification regarding city attorney Form 1F.	AD	\$225.00	0.10	\$22.50
02/18/2025	Communication with CM.	AD	\$225.00	0.10	\$22.50
02/19/2025	Review of case management tracking report regarding completed request for legal services final.	AD	\$225.00	0.50	\$112.50
02/24/2025	Communications with Christina Kobielnik Unice Salzman, PA.	KL	\$75.00	0.30	\$22.50
				21.70	\$4,717.50

Expenses

Date	Subject	Cost	Qty	Total
02/01/2025	B & W Copy/Printing	\$0.25	10.00	\$2.50
02/01/2025	Color Copy/Printing	\$0.40	33.00	\$13.20
02/24/2025	B & W Copy/Printing	\$0.25	5.00	\$1.25
02/24/2025	Color Copy/Printing	\$0.40	1.00	\$0.40
				\$17.35

Subtotal	\$4,734.85
Total	\$4,734.85
Total Balance Due	\$4,734.85

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7384
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$750.40

Admin – City Manager City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
01/24/2025	Communication with T. Hickey.	SL	\$225.00	0.20	\$45.00
02/03/2025	Multiple communications with T.Hickey.	AD	\$225.00	0.20	\$45.00
02/03/2025	Multiple communications with T.Hickey.	AD	\$225.00	0.20	\$45.00
02/04/2025	Review correspondence from T.Hickey.	AD	\$225.00	0.10	\$22.50
02/04/2025	Research Charter Section 20 question.	SL	\$225.00	0.40	\$90.00
02/05/2025	Receive and review request for legal services regarding sec. 20 City Charter Amendment #13 March ballot.	AD	\$225.00	0.30	\$67.50
02/05/2025	Review correspondence from city manager.	AD	\$225.00	0.10	\$22.50
02/06/2025	Communication with city manager.	AD	\$225.00	0.10	\$22.50
02/06/2025	Communication with T.Hickey.	AD	\$225.00	0.10	\$22.50
02/06/2025	Communication with C. Rudd.	SL	\$225.00	0.20	\$45.00
02/07/2025	Multiple communications with city manager.	SL	\$225.00	0.30	\$67.50
02/10/2025	Review correspondence from city manager.	AD	\$225.00	0.30	\$67.50
02/10/2025	Communication with CM.	AD	\$225.00	0.20	\$45.00
02/11/2025	Communication with CM.	AD	\$225.00	0.10	\$22.50
02/12/2025	Communication with T.Hickey.	AD	\$225.00	0.10	\$22.50

02/12/2025	Communication with CM.	AD	\$225.00	0.10	\$22.50
02/12/2025	Review correspondence from city manager.	AD	\$225.00	0.10	\$22.50
02/13/2025	Communication with T.Hickey.	AD	\$225.00	0.10	\$22.50
02/18/2025	Communication with CM.	AD	\$225.00	0.10	\$22.50
				3.30	\$742.50

Expenses

Date	Subject	Cost	Qty	Total
02/01/2025	B & W Copy/Printing	\$0.25	12.00	\$3.00
02/01/2025	Color Copy/Printing	\$0.40	11.00	\$4.40
02/24/2025	B & White Copy/Printing	\$0.25	2.00	\$0.50
				\$7.90

Subtotal	\$750.40
Total	\$750.40
Total Balance Due	\$750.40

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7385
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$840.00

Admin- City Clerk - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/03/2025	Multiple communications with city clerk.	AD	\$225.00	0.30	\$67.50
02/03/2025	Communication with city clerk.	KL	\$75.00	0.10	\$7.50
02/03/2025	Multiple communications with city clerk.	AD	\$225.00	0.20	\$45.00
02/03/2025	Receive and review request for legal services regarding board of commissioners public comment.	AD	\$225.00	0.30	\$67.50
02/03/2025	Communication with city clerk.	AD	\$225.00	0.20	\$45.00
02/03/2025	Email attachment reviewed - Ltr to City - Jane Harrington	AD	\$225.00	0.10	\$22.50
02/03/2025	6 emails sent/reviewed regarding Email for 2/4/25 BOC Meeting	AD	\$225.00	0.30	\$67.50
02/04/2025	Review correspondence from city clerk.	AD	\$225.00	0.10	\$22.50
02/04/2025	Communication with I. Jacobs.	SL	\$225.00	0.20	\$45.00
02/05/2025	Review correspondence from city clerk.	AD	\$225.00	0.10	\$22.50
02/05/2025	Receive and review satisfaction of lien Damianakis.	AD	\$225.00	0.10	\$22.50
02/05/2025	Receive and review satisfaction of lien Koulianos.	AD	\$225.00	0.10	\$22.50
02/05/2025	Receive and review satisfaction of lien Theodore.	AD	\$225.00	0.10	\$22.50
02/05/2025	Receive and review satisfaction of lien JP Morgan Chase Bank Nat'l Assn.	AD	\$225.00	0.10	\$22.50

02/05/2025	2 emails sent/reviewed regarding Re; City Boards Review, Marine Commerce Committee	AD	\$225.00	0.10	\$22.50
02/06/2025	Multiple communications with city clerk.	AD	\$225.00	0.30	\$67.50
02/06/2025	Receive and review public records request.	AD	\$225.00	0.30	\$67.50
02/06/2025	1 email sent/reviewed regarding Public Records Request	AD	\$225.00	0.10	\$22.50
02/07/2025	Review cemetery issue regarding Lot 146.	SL	\$225.00	0.40	\$90.00
02/10/2025	Review correspondence from city clerk.	AD	\$225.00	0.10	\$22.50
02/13/2025	Multiple communications with city clerk.	AD	\$225.00	0.20	\$45.00
				3.80	\$840.00

Subtotal	\$840.00
Total	\$840.00
Total Balance Due	\$840.00

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number 7386
Invoice Date 02/23/2025
Payment Due On 03/02/2025
Amount Due \$585.00

Admin - Building Development - City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/05/2025	Multiple communications with D. Gilson.	SL	\$225.00	0.40	\$90.00
02/06/2025	Research City Code, Florida Statutes, Pinellas County Property Appraiser regarding permit extension for 1725 Gulf and 100 Shore Rd.	SL	\$225.00	0.60	\$135.00
02/06/2025	Prepare for telephone conference with B. Aungst, Esq.	SL	\$225.00	0.30	\$67.50
02/06/2025	Communication with B. Aungst, Esq.	SL	\$225.00	0.20	\$45.00
02/06/2025	Prepare and attend meeting with property's owners attorney regarding permit extension.	AD	\$225.00	1.00	\$225.00
02/18/2025	Communication with property owner's attorney.	AD	\$225.00	0.10	\$22.50
				2.60	\$585.00

Subtotal \$585.00

Total \$585.00

Total Balance Due \$585.00

Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7387
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$22.50

Admin- Economic Development City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/12/2025	Review correspondence from K.Lemmons.	AD	\$225.00	0.10	\$22.50
				0.10	\$22.50

Subtotal	\$22.50
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Total	\$22.50
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Total Balance Due	\$22.50
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Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7388
Invoice Date	02/23/2025
Payment Due On	03/02/2025
Amount Due	\$202.50

Admin – Fire Rescue – City of Tarpon Springs

Fees

Date	Subject	Staff	Rate	Hours	Total
02/03/2025	Receive and review request for legal services regarding USF Flood Monitoring Camera Installation Project License Agreement.	AD	\$225.00	0.30	\$67.50
02/03/2025	Communication with M.Araya.	AD	\$225.00	0.10	\$22.50
02/03/2025	Communication with M. Araya.	SL	\$225.00	0.20	\$45.00
02/05/2025	Review correspondence from M.Araya.	AD	\$225.00	0.10	\$22.50
02/05/2025	Communication with M. Araya.	SL	\$225.00	0.20	\$45.00
				0.90	\$202.50

Subtotal	\$202.50
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Total	\$202.50
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Total Balance Due	\$202.50
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Thank you, Dickman Law Firm

DICKMAN Law Firm
Knowledge Experience Dedication

809 Walkerbilt Road
Suite 6
Naples, Florida 34110

Invoice

Invoice Number	7389
Invoice Date	02/24/2025
Payment Due On	03/03/2025
Amount Due	\$0.75

Admin- Cultural & Civic Services Tarpon Springs

Expenses

Date	Subject	Cost	Qty	Total
02/24/2025	B & W Copy/Printing	\$0.25	3.00	\$0.75
				\$0.75

Subtotal	\$0.75
Total	\$0.75
Total Balance Due	\$0.75

Thank you, Dickman Law Firm



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240079-N-AS, Myers Pumps and Repair Parts (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Scott LaBrier Utilities Maintenance Supervisor, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts with Vesta Sentinam LLC d/b/a Custom Pump & Controls, from \$135,000 to \$155,000, an increase of \$20,000, effective through March 13, 2025. Furthermore, award File No. 250098-N-AS, effective March 14, 2025 through March 13, 2026, in an estimated amount not to exceed \$145,000, for the Public Services Department – Utilities Maintenance and Wastewater Treatment Divisions. Purchase orders will only be issued against approved budgets.

Background

On March 5, 2024, the BOC awarded the subject Contract. On November 11, 2024, the BOC increased the contract from \$85,000 to \$135,000. The City currently maintains 70 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain the reliability of service for the entire city. These pumps are a crucial element to maintain flow to the Wastewater Treatment Facility (WWTF). The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes (see attached memo).

Contract File No. 240079-N-AS was used for emergency pump repairs and replacements related to Hurricanes Helene and Milton in 2024. To date, over \$30,000 was expended because of hurricane related damages. The purpose of this increase is to provide additional funding needed to complete repairs and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations. Vesta Sentinam LLC d/b/a Custom Pump & Controls is the sole authorized FE Myers distributor for the City's municipal market within the state of Florida. Items are ordered on an ongoing and as needed basis.

Funding

FY25 budget; account nos. 402-4603-536.4600/5200 - WWTF and 402-4604-536.4600 Project no. WS2520/5200 – Utilities Maintenance

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: February 13, 2025
To: Janina Lewis, Procurement Director
Through: Thomas Kiger, Public Services Director 
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor

Subject: Authorize increase to Contract File No. 240079-N-AS, and Award a New Contract for Single Source Purchase of Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize an increase to Contract File No. 240079-N-AS, with Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc., in the amount of \$20,000, from \$135,000 to \$155,000, for the remaining Contract term, and authorize award of a new single source contract for a one (1) year term, effective March 14, 2025 through March 13, 2026, in an estimated amount not to exceed \$145,000, for the Wastewater Treatment Facility (WWTF) and Utilities Maintenance Departments.

Background

The City currently maintains seventy (70) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF.

In order to maintain a minimum number of repair parts and pump inventory, City has standardized Myers/ Pentair pumps and systems. Custom Pump & Controls, Inc. is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis.

Contract File No. 240079-N-AS was utilized for emergency pump repairs and replacements related to Hurricanes Helene and Milton. Additional funding is needed to replace emergency

expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations.

Funding

Funds for this service are budgeted in FY25 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2520. Prepared By: Public Services Department



Feb 06, 2025

Subject: Florida Myers Distribution 2025

To Whom It May Concern:

This letter is to advise you that Custom Pump & Controls, with locations at 1840 River Oaks Road, Jacksonville, FL and 4318 North 56th Street, Tampa, FL is the sole authorized FE Myers distributor for the municipal market in the attached list of counties in the State of Florida.

This agreement gives them the right to promote and sell Myers Engineered Products for the municipal market in the counties listed for the state of Florida.

Please direct any inquiries or orders directly to Custom Pump & Controls.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan Kates".

Bryan Kates
Named Account Executive
Pentair – Engineered
(781)361-4751
bryan.kates@pentair.com



PENTAIR ROW TECHNOLOGIES
+1.419.289.1144 N'f'l

740 E. Ninth Stteet
Ashland, OH 44805
United States
www.pentair.com

Florida Counties:

Leon	Citrus
Gadsden	Hernando
Liberty	Sumter
Franklin	Lake
Wakulla	Seminole
Jefferson	Orange
Madison	Polk
Taylor	Pasco
Hamilton	Hillsborough
Columbia	Pinellas
Baker	Manatee
Nassau	Sarasota
Duval	Brevard
Bradford	Osceola
Union	Hardee
Suwannee	Highlands
Lafayette	Glades
Glichrist	DeSoto
Alachua	Lee
Clay	Chartotte
St. Johns	Hendry
Flagler	Collier
Volusia	Miami Dade
Putnam	Broward
Marlon	Palm Beach
Levy	Martin
Dixie	St. Lucie
	Okeechobee
	Little River



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 11/19/2024
SUBJECT: Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts

RECOMMENDATION:

Increase File No. 240079-N-AS, Single Source Purchase of Myers Pumps and Repair Parts with Vesta Sentinam LLC d/b/a Custom Pump & Controls, by \$50,000, from \$85,000 to \$135,000, effective through March 13, 2025, for the Public Services Department – Utilities Maintenance and Wastewater Treatment Divisions. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On March 5, 2024, the BOC awarded the subject Contract. The City currently maintains 70 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire city. These pumps are a crucial element to maintain flow to the Wastewater Treatment Facility (WWTF). The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

This contract was used for emergency pump repairs and replacements related to Hurricanes Helene and Milton. To date, over \$30,000 was expended because of hurricane related damages (see attached memo). The purpose of this increase is to provide additional funding needed to replace emergency expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations.

FUNDING: FY25 budget; account nos. 402-4603-536.4600/5200 – WWTF and 402-4604-536.4600/5200 – Utilities Maintenance

Accepted by: _____

CH LM
City Manager

Attest _____

[Signature]
City Clerk
SEAL
PINELLAS COUNTY



Public Services Department

Memorandum

Date: October 30, 2024, 2024
To: Janina Lewis, Procurement Director
Through: Thomas Kiger, Public Services Director (TK)
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor
Rob Marcincuk, WWTP Division Manager

Subject: Authorize Increase for Single Source Purchase through Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize an increase in the amount of \$50,000 to Contract File No. 240079-N-AS, with Vesta Sentinam LLC d/b/a Custom Pump & Controls, Inc., for as needed, single source purchases of Myers pumps, repairs, and parts for the Wastewater Treatment Facility and Utilities Maintenance Divisions.

Background

The City currently maintains seventy (70) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF. The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

This contract was utilized for emergency pump repairs and replacements related to Hurricanes Helene and Milton. To date, over \$30,000 was expended through this contract as a result of hurricane related damages, including pump replacement, parts, and replacing critical spares taken out of inventory to maintain service. Additional funding is needed to replace emergency expenditures and to maintain a sufficient inventory of repair parts and pump inventory for proper operation of the City's lift stations. The previous total authorization was \$85,000, and this increase will bring the total authorization to \$135,000.

Funding

Funds for this increase are budgeted in FY 25 accounts 402-4603-536-WWTF and 402-4604-536-Utilities Maintenance. Prepared By: Public Services Department



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *gl*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/05/2024
SUBJECT: Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps & Repair Parts

RECOMMENDATION:

Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps & Repair Parts to Vesta Sentinam LLC d/b/a Custom Pump & Controls, in an estimated amount not to exceed \$85,000, effective March 14, 2024 through March 13, 2025, for the Public Services Department - Utilities Maintenance Division and Wastewater Treatment Facility (WWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

The City currently maintains 60 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the City. These pumps are critical to maintaining flow to the WWTF. To maintain a minimum number of repair parts and pump inventory, staff has standardized to Myers/Pentair pumps and wastewater pumping applications. Items are ordered on an as needed basis (see attached memo). Custom Pump & Controls is the sole authorized representative for the municipal market within the State of Florida.

FUNDING:

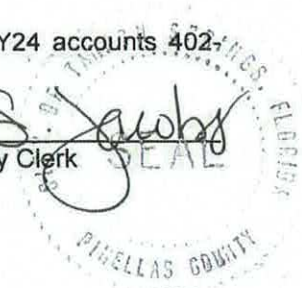
Funds for this service are budgeted in water and sewer enterprise fund FY24 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2416.

Accepted by: *[Signature]*

City Manager

Attest: *[Signature]*

City Clerk





Public Services Department

Memorandum

Date: March 5, 2024
To: Janina Lewis, Procurement Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor
Subject: Authorize Single Source Purchase through Vesta Sentinam, LLC dba Custom Pump & Controls (Custom Pump & Controls) for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize single-source purchases through Custom Pump & Controls, Inc for Myers pumps, mounting adapters, and repair parts in an estimated amount not to exceed \$85,000 for a one (1) year term for the Wastewater Treatment Facility (WWTF) and Utilities Maintenance Departments.

Background

The City currently maintains Sixty (60) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF. The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

To maintain a minimum number of repair parts and pump inventory, City has standardized to Myers/ Pentair pumps and systems. Custom Pump & Controls, Inc. is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis.

Funding

Funds for this service are budgeted in water and sewer enterprise fund FY24 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2416.

Prepared By: Public Services Department



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

February 12, 2024

Subject: Florida Myers Distribution 2024

To Whom It May Concern:

This letter is to advise you that Custom Pump & Controls, Inc., with locations at 1840 River Oaks Road, Jacksonville, FL and 4318 North 56th Street, Tampa, FL is the sole authorized FE Myers distributor for the municipal market in the attached list of counties in the State of Florida.

This agreement gives them the right to promote and sell Myers Engineered Products for the municipal market in the counties listed for the state of Florida.

Please direct any inquiries or orders directly to Custom Pump & Controls, Inc.

Sincerely,

Brad Jernigan
Key Account Manager
Pentair
205-260-6361



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

Florida Counties:

Leon	Citrus
Gadsden	Hernando
Liberty	Sumter
Franklin	Lake
Wakulla	Seminole
Jefferson	Orange
Madison	Polk
Taylor	Pasco
Hamilton	Hillsborough
Columbia	Pinellas
Baker	Manatee
Nassau	Sarasota
Duval	Brevard
Bradford	Osceola
Union	Hardee
Suwannee	Highlands
Lafayette	Glades
Gilchrist	DeSoto
Alachua	Lee
Clay	Charlotte
St. Johns	Hendry
Flagler	Collier
Volusia	Miami Dade
Putnam	Broward
Marion	Palm Beach
Levy	Martin
Dixie	St. Lucie
	Okeechobee
	Little River



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250131-N-AS, Lift Station SCADA System Equipment and Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Scott LaBrier Utilities Maintenance Supervisor, Janina Lewis Procurement Services Director**)

Recommendation

Award File No. 250131-N-AS, Single Source Purchase of Lift Station Supervisory Control and Data Acquisition (SCADA) System Equipment and Service to Data Flow Systems, LLC, effective March 21, 2025 through March 20, 2026, in an estimated amount not to exceed \$60,000, for the Public Services Department – Utilities Maintenance and Recreation Services Divisions.

Background

On July 25, 2005, the BOC selected, on a competitive basis (RFP #050013), Data Flow Systems, LLC (DFS) to provide and install a SCADA communications system at several remote lift stations citywide. The City currently maintains 56 monitoring systems that utilize DFS to monitor lift stations, five (5) potable water wells, five (5) recreational park light control systems, and the City's Splash Park. DFS allows staff to monitor and control these facilities remotely, ensuring reliability and compliance with the Department of Environmental Protection for utilities applications. DFS is the sole source provider for the design and manufacture of the system and associated proprietary software. This system provides the City with a secure connection control of the sanitary sewer transmission system and water production well, including immediate staff notification in an emergency event. The system provides the quickest response possible to prevent a sewage overflow and water concerns (see attached memo).

Funding

FY25 Budget; Account Nos. 402-4302-536-4600/6300 and 402-4604-536-4600/6300

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: February 15, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

From: Raymond Page, Utilities Superintendent
Scott LaBrier, Utilities Maintenance Supervisor

A handwritten signature in black ink, appearing to be "R. Page", is written over the "Through" line.

Subject: Authorize a single source purchase for Data Flow Systems Inc. (DFS) to purchase equipment for the City's Supervisory Control and Data Acquisition (SCADA)

Recommendation

Authorize approval of a single source contract with Data Flow Systems, Inc. (DFS) for a one (1) year period, in an estimated amount not to exceed \$60,000, to provide remote data monitoring, communication equipment, and installation services for the Utilities Maintenance Division.

Background

The City currently has fifty-six (56) monitoring systems in service that have been purchased from DFS to monitor lift stations, five (5) potable water wells, five (5) recreational park light control systems, and the City Splash Park. DFS allows staff to monitor and control these facilities remotely, which ensures reliability and compliance with the Department of Environmental Protection for Utilities applications.

A competitive RFP process yielded DFS as the most cost-effective and qualified company that holds the copyright to the proprietary software and hardware. This system provides the city with a secure connection control of the sanitary sewer transmission system and water production wells, including immediate staff notification in the event of an emergency. The system provides the quickest response possible to prevent a sewage overflow and water concerns.

Funding

Funds have been budgeted in account 402-4302-4600/6300 and 402-4604-536-4600/6300 in 2025 Fiscal Budget

Prepared By:

Public Service Department



February 14, 2025

Mr. Scott Labrier
City of Tarpon Springs
Email: slabrier@ctsfl.us

RE: TAC II SCADA System
Sole Source Status

Dear Mr. Labrier,

Please consider this document official confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source provider for the TAC II SCADA System and associated Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), TAC Pack TCU RTUs, Hyper SCADA Servers (HSS), and DFS HTX SCADA Software as currently utilized by the City of Tarpon Springs. DFS is also the sole source provider for all associated repairs, service and training.

DFS is responsible for the design, manufacture, and service of the entire TAC II SCADA System product line. There are no other manufacturers, dealers, distributors or service organizations that offer these products and associated services in the State of Florida. The TAC II SCADA System is Made in the USA.

Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

A handwritten signature in cursive script that reads "Maria Herbert".

Maria Herbert
Sales Administrator
Data Flow Systems, Inc.



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 240096-N-AS, AWC A-782 Corrosion Inhibitor (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Darryl Vaci Water Division Manager, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 240096-N-AS, Single Source Purchase of AWC A-782 Corrosion Inhibitor with Amaya Solutions, Inc., d/b/a American Water Chemicals, Inc. (AWC), from \$61,000 to \$66,500, an increase of \$5,500, through March 27, 2025. Furthermore, award File No. 250133-N-AS, effective March 28, 2025 through March 27, 2026, in an estimated annual amount not to exceed \$70,000, for the Public Services Department – Reverse Osmosis Water Treatment Facility (ROWTF).

Background

On April 2, 2024, the BOC awarded Contract File No. 240096-N-AS, effective March 28, 2024 through March 27, 2025. An increase in finished water production led to an increased need of AWC A-782 corrosion inhibitor, as well as variability in the product's delivery schedule. Approval of the requested increase will allow ROWTF to purchase enough product needed through the remaining contract term.

The City requires a corrosion control program as part of its drinking water treatment process to protect the water distribution system and maintain water quality for its customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and characteristics of the distribution system. The optimum inhibitor product is typically determined through direct operational experience on a utility-by-utility basis. The purpose of this contract is to provide ongoing and as needed supply of AWC A-782 corrosion inhibitor to properly maintain the City's corrosion control program and drinking water treatment process (see attached memo). The City is getting optimum results from utilizing blended phosphate corrosion inhibitor AWC A-782. This product has a proprietary blend of food grade phosphates that was recommended to the City of the facility design engineer. AWC A-782 corrosion inhibitor is manufactured by American Water Chemicals, Inc., and is not available for distribution from any other source.

Funding

FY25 Budget; Account No. 402-4305-536.5200 - ROWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: February 19, 2025

To: Janina Lewis, Procurement Services Director

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

TK

From: Darryl Vaci, Water Division Manager

Subject: Increase Contract File No. 240096-N-AS, A-782 Corrosion Inhibitor with Amaya Solutions, d/b/a American Water Chemicals, Inc. for Water Treatment Operations, and award a new Single Source Contract, File No. 250133-N-AS for a one (1) year term for the same.

Recommendation

Authorize a one-time funding increase for Contract File No. 240096-N-AS, A-782 Corrosion Inhibitor with Amaya Solutions, d/b/a American Water Chemicals (AWC), by \$5,500, from \$61,000 to \$66,500 for the remaining contract term, and award a new Single Source Contract, File No. 250133-N-AS, effective March 28, 2025 through March 27, 2026, in an estimated amount not to exceed \$70,000 for the same.

Background

The City requires a corrosion control program as part of its drinking water treatment process to protect the water distribution system and maintain water quality for its customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and the characteristics of the distribution system. The optimum inhibitor product is typically determined through direct operational experience on a utility-by-utility basis.

The City is getting optimum results from utilizing blended phosphate corrosion inhibitor AWC A-782. AWC is the single source provider of AWC A-782. This product has a proprietary blend of food grade phosphates that was recommended to the City by the facility design engineer.

Contract File No. 240096-N-AS expires on March 27, 2025. An increase of \$5,500 is needed to purchase enough chemical before the end of the contract period. This is primarily due to an increase in finished water production which led to increased need for this product, as well as variability in the delivery schedule at the end of the contract term. The new \$70,000 authorization for the upcoming year will cover annual water treatment options, while also providing a buffer for year-to-year variability in water production demands as well as potential price increases during the contract term.

Funding

Funds have been budgeted in Water Treatment Plant account 402-4305-536.5200 in the 2025 Fiscal Budget.

February 25, 2025

Mr. Darryl Vaci
City of Tarpon Springs
P.O. Box 5004
Tarpon Springs, FL 34688-5004

RE: Corrosion Inhibitor Sole Source

Dear Mr. Vaci,

This letter is to confirm that AWC A-782 is manufactured by American Water Chemicals and is not available for distribution from any other source. There are no identical equivalents on the market.

Please feel free to contact us if you require any additional information regarding this product.

Best Regards,

Michelle Valentin-Filpo

Michelle Valentin-Filpo
Sales Coordinator and Contract Administrator
American Water Chemicals
Direct Tel: 813-743-2146
Email: MFilpo@membranechemicals.com



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 *je*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 04/02/2024
SUBJECT: Increase File No. 230067-N-AS, Single Source Purchases of AWC A-782 Corrosion Inhibitor and Award File No. 240096-N-AS

RECOMMENDATION:

Increase File No. 230067-N-AS, Single Source Purchases of AWC A-782 Corrosion Inhibitor with Amaya Solutions, Inc., d/b/a American Water Chemicals, Inc. (AWC), by \$300, from \$55,000 to \$55,300, through March 27, 2024. Furthermore, award File No. 240096-N-AS, effective March 28, 2024 through March 27, 2025, in an estimated amount not to exceed \$61,000, for the Public Services Department - Reverse Osmosis Water Treatment Facility (ROWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

On March 28, 2023, the BOC approved Contract File No. 230067-N-AS. The requested increase is needed to reconcile invoices for the remaining contract term until the new Contract is awarded. The purpose of this contract is to provide ongoing and as needed purchases of AWC A-782 corrosion inhibitor as part of the City's drinking water treatment process to protect the water distribution system and maintain water quality for its customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and characteristics of the distribution system. The optimum inhibitor product is typically determined through direct operational experience on a utility-by-utility basis. The City is getting optimum results from using blended phosphate corrosion inhibitor AWC A-782 (see attached memo). Amaya Solutions, Inc., d/b/a AWC is the sole manufacturer and distributor of AWC-A-782 corrosion inhibitor.

FUNDING: 402-4305-536-5200 FY 2023/2024 - RO Water Treatment Facility

Accepted: _____

City Manager

Attest: _____

City Clerk



Public Services Department

Memorandum

Date: March 19, 2024

To: Janina Lewis, Procurement Services Director

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

From: Darryl Vaci, Water Division Manager

Subject: Increase Contract File No. 230067-N-AS, A-782 Corrosion Inhibitor with Amaya Solutions, d/b/a American Water Chemicals, Inc. for Water Treatment Operations, and award a new Single Source Contract, File No. 240096-N-AS for a one (1) year term for the same.

Recommendation

Authorize a one-time funding increase for Contract File No. 230067-N-AS, A-782 Corrosion Inhibitor with Amaya Solutions, d/b/a American Water Chemicals (AWC), by \$300, from \$55,000 to \$55,300 for the remaining contract term, and award a new Single Source Contract, File No. 240096-N-AS, effective March 28, 2024 for a period of one year, in an estimated amount not to exceed \$61,000 for the same.

Background

The City requires a corrosion control program as part of its drinking water treatment process to protect the water distribution system and maintain water quality for its customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and the characteristics of the distribution system. The optimum inhibitor product is typically determined through direct operational experience on a utility-by-utility basis.

The City is getting optimum results from utilizing blended phosphate corrosion inhibitor AWC A-782. AWC is the single source provider of AWC A-782. This product has a proprietary blend of food grade phosphates that was recommended to the City by the design engineer for the water treatment plant.

Contract File No. 230067-N-AS expires on March 27, 2024. A slight increase (\$300) is needed to reconcile and close out the expiring contract. This was primarily due to a slight increase finished water production which led to increased need for this product, as well as variability in the delivery schedule at the end of the contract term. The new \$61,000 authorization for the next year will cover annual water treatment operations, while also providing a 10% buffer for year-to-year variability in water production demands.

Funding

Funds have been budgeted in Water Treatment Plant account 402-4305-536.5200 in the 2023/2024 Fiscal Budgets.



Perfecting the Science of Membrane Treatment

March 19, 2024

Mr. Darryl Vaci
City of Tarpon Springs
P.O. Box 5004
Tarpon Springs, FL 34688-5004
RE: Corrosion Inhibitor Sole Source

Dear Mr. Vaci,

This letter is to confirm that AWC A-782 is manufactured by American Water Chemicals and it is not available for distribution from any other source. There are no identical equivalents on the market.

Please feel free to contact us if you require any additional information regarding these products.

Best Regards,

DocuSigned by:
A handwritten signature in black ink that reads "Tony de Almeida".
70BB0A91672348D...

Tony de Almeida
Operations Manager
American Water Chemicals



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 *al*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 03/28/2023
SUBJECT: Award File No. 230067-N-AS, Single Source Purchases of AWC A-782 Corrosion Inhibitor

RECOMMENDATION:

Award File No. 230067-N-AS, Single Source Purchases of AWC A-782 Corrosion Inhibitor to Amaya Solutions, Inc., d/b/a American Water Chemicals, Inc. (AWC), in an estimated amount not to exceed \$55,000, for the period of March 28, 2023 through March 27, 2024, for the Public Services Department - Reverse Osmosis Water Treatment Facility (ROWTF). Purchase Orders will only be issued against approved budgets.

BACKGROUND:

The purpose of this contract is to provide the ROWTF with AWC A-782 corrosion inhibitor as part of the City's drinking water treatment process to protect the water distribution system and maintain water quality for City customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and characteristics of the distribution system (see attached memo). Amaya Solutions, Inc., d/b/a AWC is the sole manufacturer and supplier of AWC-A-782 corrosion inhibitor chemical.

FUNDING: 402-4305-536-5200 FY 2023 - RO Water Treatment Facility

Accepted: _____

Amela Saday
City Manager

Attest: _____

Shirley S. Jacobs
City Clerk



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 28, 2023
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
Subject: Authorize Purchases of American Water Chemicals' AWC A-782 Corrosion Inhibitor for the RO Water Facility.

Recommendation

Authorize purchases of American Water Chemicals' AWC A-782 Corrosion Inhibitor for the RO Water Facility. Total purchases in the annual amount not to exceed \$55,000.

Background

The City requires a corrosion control program as part of our drinking water treatment process to protect the water distribution system and maintain water quality for our customers. Corrosion control is a highly specialized operation depending on the individual treated water quality and the characteristics of the distribution system. The optimum inhibitor product is typically determined through direct operational experience on a utility-by-utility basis.

The City is getting optimum results from utilizing blended phosphate corrosion inhibitor AWC A-782. American Water Chemicals, Inc. is the single source provider of AWC A-782. This type of product has a proprietary blend of food grade phosphates that was recommended to us by the facility design engineer.

The effectiveness of this product has been regularly evaluated and historically has performed well. A sole source letter is on file with Procurement Services Department.

The usage amount this past year was \$52,000. An annual amount of \$55,000 is recommended to account for the potential of increased water production consistent with increased demand.

Funding

Funds have been budgeted in the water and sewer enterprise fund, in Water Treatment Plant account 402-4305-536.5200.



Perfecting the Science of Membrane Treatment

September 19, 2022

Michele Koziol
City of Tarpon Springs
P.O. Box 5004
Tarpon Springs, FL 34688-5004
RE: Corrosion Inhibitor Sole Source

Dear Michele Koziol,

This letter is to confirm that AWC A-782 is manufactured by American Water Chemicals and it is not available for distribution from any other source. There are no identical equivalents on the market.

Please feel free to contact us if you require any additional information regarding these products.

Best Regards,

Deyerlyn Docimo

Deyerlyn Docimo
Inside Sales/Customer Service
American Water Chemicals



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 210092-C-JL, Work Uniforms (**Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 210092-C-JL, Work Uniforms, utilizing the City of St. Petersburg Contract No. 242163, Rev. 0, with Custom Concepts of St. Petersburg, Inc., from \$60,000 to an estimated annual amount not to exceed \$80,000, an increase of \$20,000, effective from the date of approval through April 30, 2026, for various City departments.

Background

On April 16, 2021, the City of St. Petersburg competitively bid and awarded Contract No. 242163, Rev. 0, for the purchase of work uniforms. This contract provides for utilization by other government agencies. On April 27, 2021, the BOC approved Contract File No. 210092-C-JL, effective May 1, 2021 through April 30, 2024. On December 7, 2023, City of St. Petersburg executed a two (2) year renewal, effective through April 30, 2026. On December 12, 2023, the BOC increased the contract from \$45,000 to \$60,000. On April 2, 2024, the BOC renewed Contract File No. 210092-C-JL, effective May 1, 2024 through April 30, 2026.

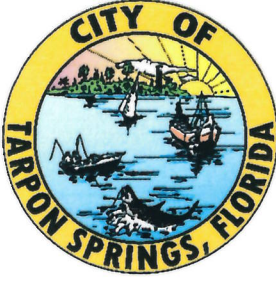
Various City departments, including Public Works and its numerous divisions, require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance. Additional authorization is needed to ensure departments can outfit their staff with proper uniforms for new employees and to replace uniforms for current employees that are worn beyond repair. The purpose of this contract is to provide as needed work uniforms for various City departments. Approval of the requested annual increase will ensure sufficient authorization proportionate to the current need and contracted pricing for as needed work uniforms.

Funding

Funding will be identified as individual orders are placed.

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, CPPO, CPP-NIGP, Procurement Services Director

Through: Tom Funcheon, Public Works Director 

From: Brandon Crum, Facility Management Superintendent

Date: February 24th, 2025

Subject: Approve an increase to File No. 210092-C-JL for Custom Concepts, Inc., City work uniform supplier

Recommendation:

Authorize approval to increase Contract File No. 210092-C-JL, Work Uniforms, utilizing City of St. Petersburg Contract No. 242163, Rev. 0, with Custom Concepts, Inc. by \$20,000, from \$60,000 to an estimated annual amount not to exceed \$80,000 for various City departments.

Background:

Various City departments including Public Works and its numerous divisions, require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance. Additional authorization is needed to ensure departments can outfit their staff with proper uniforms for new employees and to replace uniforms for current employees that are worn beyond repair. Approval of the requested annual increase will allow the City to continue to order as needed uniforms at discounted pricing offered through use of the City of St. Petersburg contract.

Funding will be identified as individual orders are placed.



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
THRU: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *jl*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 04/02/2024
SUBJECT: Renew File No. 210092-C-JL, Purchase of Work Uniforms, Utilizing City of St. Petersburg Contract No. 242163, Rev. 0

RECOMMENDATION:

Renew File No. 210092-C-JL, Purchase of Work Uniforms, utilizing City of St. Petersburg Contract No. 242163, Rev. 0 with Custom Concepts of St. Petersburg, Inc., effective May 01, 2024 through April 30, 2026, in an estimated annual amount not to exceed \$60,000, for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On April 16, 2021, the City of St. Petersburg awarded Contract No. 242163, Rev. 0, for the purchase of work uniforms. The City of St. Petersburg competitively bid this contract, which provides for utilization by other public agencies. On April 27, 2021, the BOC approved Contract File No. 210092-C-JL, effective May 01, 2021 through April 30, 2024. On December 7, 2023, the City of St. Petersburg executed a two (2) year renewal, effective through April 30, 2026. On December 12, 2023, the BOC increased the Contract from \$45,000 to \$60,000.00. The purpose of this contract is to provide as needed City employee uniforms and related apparel. Various City departments require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance. Approval of this Contract renewal will continue to provide as needed purchases of work uniforms for City staff.

FUNDING: Funding will be provided from various department budgets as orders are placed.

Accepted by: _____

M. J. LeC...
City Manager

Attest _____

J. Jacobs
City Clerk





City of Tarpon Springs, Florida

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

Memorandum

Date: 03/26/2024
To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director
Through: Tom Funcheon, Public Works Director
From: Brandon Crum, Facility Management Superintendent
Date: March 25, 2024
Subject: Renew Contract File No. 210092-C-JL, Work Uniforms

Recommendation:

Authorize approval for the two (2) year renewal of Contract File No. 210092-C-JL, Work Uniforms, utilizing City of St. Pete Contract No. 242163, Rev. 0, with Custom Concepts, Inc., effective May 01, 2024 through April 30, 2026, in an estimated annual amount not to exceed \$60,000, for various City departments.

Background:

Various City departments including Public Works and its numerous divisions, require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance. The subject work uniforms contract (210092-C-JL) expires April 30, 2024. Approval of the two (2) year contract renewal will allow the City to order as needed uniforms at discounted pricing offered through the City of St. Pete Contract.

Funding: Funding will be identified as orders are placed.

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 7, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Custom Concepts of St. Petersburg, Inc., for work uniforms, in the amount of \$450,000.

Explanation: The vendor will furnish and deliver work uniforms, golf and polo shirts, pants, shorts, jackets caps, visors, emblems and provide custom screen printing. In addition, the vendor will provide alterations and embroidery work. The primary users are the Parks and Recreation, Sanitation, Water Resources and Stormwater, Pavement and Traffic Operations Departments.

The Procurement and Supply Management Department recommends for renewal:

Custom Concepts of St. Petersburg, Inc. (SBE).....\$450,000

On April 8, 2021, City Council approved a three-year agreement through April 30, 2024 in the amount of \$675,000. The original agreement was executed on April 8, 2021 and \$644,657 has been spent during the initial term. This is the first and only renewal and the vendor has agreed to renew under the same terms and conditions and allowable pricing increase for embroidery, the remainder of the items will remain the same price. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective through April 30, 2026.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Water Resources Fund (4001), Sanitation Operating Fund (4021), and Stormwater Utility Operating Fund (4011).

Attachments: Resolution



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 *JK*
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst *AS*
DATE: 12/12/2023
SUBJECT: Increase File No. 210092-C-JL, Purchase of Work Uniforms Utilizing City of St. Petersburg Contract No. 242163, Rev. 0

RECOMMENDATION:

Increase File No. 210092-C-JL, Purchase of Work Uniforms utilizing City of St. Petersburg Contract No. 242163, Rev. 0 with Custom Concepts of St. Petersburg, Inc., by \$15,000, from \$45,000 to an estimated annual amount not to exceed \$60,000, through April 30, 2024, for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On April 16, 2021, the City of St. Petersburg awarded Contract No. 242163, Rev. 0, for the purchase of work uniforms. The City of St Petersburg competitively bid this contract, which provides for utilization by other public agencies. On April 27, 2021, the BOC approved Contract File No. 210092-C-JL, effective May 1, 2021. The purpose of this contract is to provide general employee uniforms and related apparel on an as needed basis. Various City departments require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance. In addition to normal wear and tear, the City hired and/or is recruiting several new staff members. The requested increase is needed to provide work uniforms for those employees through the remaining contract term. This contract has one (1), two (2)-year renewal period remaining.

FUNDING: Funding will be provided from various department budgets

Accepted by: _____

City Manager

Attest _____

City Clerk



**Public Works Department
Office of the Director**

To: Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director
Through: Tom Funcheon, Public Works Director 
From: Brandon Crum, Facility Management Superintendent
Date: November 28th, 2023
Subject: Custom Concepts, Inc., Increase Purchase of Work Uniforms

Recommendation:

Approve an increase to File No. 210092-C-JL, utilizing City of St. Pete Contract No. 242163, Rev. 0, for work uniforms in an amount not to exceed \$15,000, through the remainder of the contract term for citywide use.

Background:

The purpose of this contract is to provide City staff with general employee uniforms and related apparel on an as needed basis. Various Public Works and Public Services' divisions require work uniforms for safety, identification, and to maintain a clean, aesthetically pleasing appearance, representative of the City. In addition to normal wear and tear, the City hired and/or is recruiting several new staff. The requested increase is needed to provide work uniforms for these employees.

Funding: Funding will be provided from various department budgets.



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, NIGP-CPP, Procurement Services Director
FROM: Janina Lewis, CPPO, NIGP-CPP, Senior Procurement Analyst
DATE: 04/27/2021
SUBJECT: Award File No. 210092-C-JL, Purchase of Work Uniforms through City of St. Petersburg contract No. 242163, Rev. 0

RECOMMENDATION:

Award File No. 210092-C-JL, Purchase of Work Uniforms through City of St. Petersburg contract No. 242163, Rev. 0 from Custom Concepts, Inc. for the period May 1, 2021 through April 2024, in an annual not to exceed amount of \$45,000.00 for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On April 16, 2021, the City of St. Petersburg awarded a contract for the purchase of work uniforms. The City of St Petersburg competitively bid and awarded this contract which provides for utilization by other public agencies. The purpose of this contract is to provide general employee uniforms, tee shirts, work pants, and miscellaneous clothing on an as-needed basis.

FUNDING: Funding will be provided from various department budgets

Accepted by: _____

City Manager

Attest _____

City Clerk



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Increase File No. 250101-C-PH, Traffic Control Products and Related Products and Solutions (**Tom Funcheon Public Works Director, Brandon Crum Facility Management Superintendent, Janina Lewis Procurement Services Director**)

Recommendation

Increase File No. 250101-C-PH, Traffic Control Products and Related Products and Solutions, utilizing Omnia Partners Contract No. 2020-200 with Traffic & Parking Control Co., Inc. (TAPCO) from an annual amount not to exceed \$24,500.00 to \$75,000.00, effective from the date of award through February 28, 2026, for the Public Works Department – Facilities Maintenance Division.

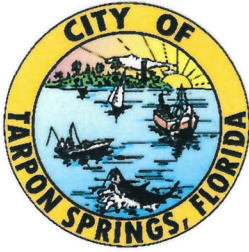
Background

On January 13, 2025, this contract was administratively approved for an amount of \$24,500.00. The purpose of this contract is to purchase various traffic control products for use city-wide. The City has had an increase in the need for traffic-related materials for items such as crosswalk beacons, signage and other related products (see attached memo). The contract through Omnia Partners is a cooperative contract for use by any public agency nationally.

Funding

Funding will be identified as products are purchased as this is a city-wide contract.

Strategic Plan Objective



Public Works Department
Office of the Director

To: Janina Lewis, Procurement Services Director

Through: Tom Funcheon, Public Works Director 

From: Brandon Crum, Facility Management Superintendent

Date: February 21, 2025

Subject: Increase to Award File No. 250101-C-PH to TAPCO utilizing Omnia Partners contract No. 2020-200 for Traffic Control Products and Related Products and Solutions.

Recommendation:

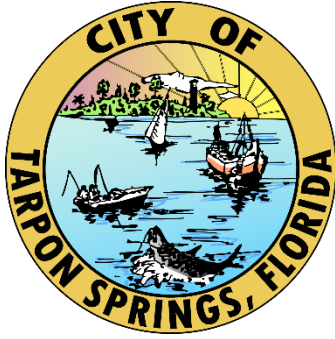
Approve an increase to Award File No. 250101-C-PH to TAPCO utilizing Omnia Partners contract No. 2020-200 for Traffic Control Products and Related Products and Solutions in the amount not to exceed \$75,000 throughout the remainder of the contract term for citywide use.

Background:

The City has had an increase in traffic related materials for items such as crosswalks, signage and other related materials. This contract is effective through February 28, 2026 with four additional renewal options.

Funding:

Funding will be identified as repairs are needed as this is a citywide contract.



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: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Patty Hall, CPPB, Senior Procurement Analyst
DATE: 1/13/2025
SUBJECT: Administrative Approval to Award File No. 250101-C-PH, Traffic Control Products and Related Products and Solutions, Utilizing Omnia Partners Contract No. 2020-200

RECOMMENDATION:

Award File No. 250101-C-PH, Traffic Control Products and Related Products and Solutions, utilizing Omnia Partners Contract No. 2020-200 with Traffic & Parking Control Co., Inc. (TAPCO) in an annual amount not to exceed of \$24,500.00 for the Facilities Management Department.

BACKGROUND:

The purpose of this contract is to purchase various traffic control products for use city-wide. The contract through Omnia Partners is a cooperative contract for use by any public agency nationally.

Approved: Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 1/13/2025

BARRON COUNTY HIGHWAY DEPARTMENT

260 North 7th Street • Barron, WI 54812
Phone: 715-637-3755 • Fax: 715-637-3061



Mark Servi, Highway Commissioner
Gordon Nesselth, Highway Operations Manager
Gary Trott, Equipment and Facility Manager
Lori Raven, Engineering Technician
Sandra Perry, Administrative Assistant III
Jennifer Holub, Administrative Assistant III

mark.servi@co.barron.wi.us
gordy.nesseth@co.barron.wi.us
gary.trott@co.barron.wi.us
lori.raven@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

January 9, 2020

TAPCO (Traffic & Parking Control Co., Inc.)
5100 W. Brown Deer Road
Brown Deer, WI 53223

Attn: Andrew Bergholz

Reference: RFP# 2020-200 – Traffic Control Products and Related Products and Solutions

Dear Mr. Bergholz:

ACCEPTANCE AGREEMENT

CONTRACT # 2020-200

This acceptance agreement signifies a contract award to TAPCO (Traffic & Parking Control Co., Inc.) in its entirety for Traffic Control Products and Related Products and Solutions. The period of the contract is from March 1, 2020, through February 28, 2025, with five (5), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance Agreement
2. The signed Memorandum of Negotiation

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Barron County. Contract award documents may be viewed on the Barron County website at www.barroncountywi.gov.

Mark Servi
Highway Commissioner
Barron County, WI

BARRON COUNTY HIGHWAY DEPARTMENT

260 North 7th Street • Barron, WI 54812
Phone: 715-637-3755 • Fax: 715-637-3061



Mark Servi, Highway Commissioner
Gordon Nesselth, Highway Operations Manager
Gary Trott, Equipment and Facility Manager
Lori Raven, Engineering Technician
Sandra Perry, Administrative Assistant III
Jennifer Holub, Administrative Assistant III

mark.servi@co.barron.wi.us
gordy.nesseth@co.barron.wi.us
gary.trott@co.barron.wi.us
lori.raven@co.barron.wi.us
sandra.perry@co.barron.wi.us
jennifer.holub@co.barron.wi.us

November 12, 2020

Traffic and Parking Control Co, Inc.(TAPCO)
Attn: Mr. Andrew Bergholz
5100 West Brown Deer Rd
Brown Deer, WI 53223

RE: Contract #2020-200 Addendum

Dear Mr. Bergholz,

Attached please find Contract Addendum #1 for Barron County Contract # 2020-200, for your review and signature.

Kindly provide a signed copy of this addendum to Barron County.

Sincerely,

Mark Servi
Barron County Highway Commissioner

Cc: OMNIA Partners

Subject:

Addendum to Contract # 2020-200

Parties:

Traffic and Parking Control Co., Inc. (TAPCO): headquartered in Brown Deer, WI
Barron County, WI

Date:

11/12/2020

Acknowledgement:

- 1) Traffic & Parking Control Co., Inc. (TAPCO) of Brown Deer, WI and Barron County, WI agree that product and solution additions and deletions made within scope of contract # 2020-200 (Traffic Control Products and Related Products and Solutions) can be made on an as needed basis and without consultation from either party. The scope of TAPCO's supply and solution contract is defined under the categories of products supply and the affiliated service support solutions rates as noted within this agreement. By signing this letter both parties agree to waive a formal contract notification requirement process regarding product line additions and deletions from contract # 2020-200. TAPCO agrees to apply the same contractual discount percentages and terms off its list price as agreed upon in its initial contract award. Barron County also acknowledges that it serves as the lead agency for the OMNIA national cooperative contract.
- 2) Traffic & Parking Control Co., Inc. (TAPCO) and Barron County, WI agree that the Service Rates fees changes as shown on the Service Rate Sheet attached will be effective beginning on 1/1/2021.

X

Date:

Mark Servi
Barron County
Highway Commissioner

X

Andrew
Bergholz

Digitally signed
by Andrew

Bergholz

Date: 2020.11.12
13:36:21 -06'00'

Date:

Andrew Bergholz
Traffic & Parking Control Co., Inc. (TAPCO)
Officer

TAPCO's Scope of Supply to Barron County (Lead Agency for US Communities Contract # 2020-200)

A.) IWS (Intelligent Warning System) Solar & Wirelessly Activated Products

- Features:
 - o BlinkerSigns™, BeaconBeacons™, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Pole Packages, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, BlinkLink™ Web-based Traffic Monitoring & Control, etc.

B.) Parking & ITS Solutions

- Features:
 - o Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Bondo, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers etc.

C.) Work Zone Products

- Features:
 - o Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, etc.

D.) Traffic, Pavement Marking and Striping Products

- Features:
 - o Car Stops, Speed Bumps, Speed Humps, Speed Tables, ADA Tactile Guidance Tiles, Guardrail Reflectors, Cable Guards, Bollards, Covers, Push & Rider Strippers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Chalk Boxes, Measuring Wheels, Sandbaggers, etc.

E.) Delineators and Markers

- Features:
 - o Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy, etc.

F.) Signing and Digital Sign Making

- Features:
 - o MUTCD Signs, Wayfinding Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software, Retroreflectometers, EC Films, Grommets, Banners, Sign Accessories, etc.

G.) Posts, Poles and Bases

- Features:
 - o Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Briteside™ Reflective Pole Covers, Hardware, Post Caps, Crosspieces, Portable Sign Bases, etc.

H.) Streetscape Decorative Products

- Features:
 - o Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks etc.

I.) Parks and Recreation Products

- Features:
 - o Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, Park Signage etc.

J.) Service and Preventative IWS (Intelligent Warning Solutions), Parking and Door Structures and Revenue Control Related Maintenance

- Features:
 - o Regionalized labor force to support, install and maintain key infrastructure and transportation and parking related systems. Certified installers for line such as Tiba Parking and Revenue Systems, TAPCO Crosswalk and ITS Systems, Siemens, Overhead Door Operating Systems, DoorKing, etc,

K.) Related Products, Solutions and Services

- Features:
 - o Adaptive Micro Systems™ Message Display Boards, Hawkins™ brackets and ancillary installation products such as bracketry and mounting hardware.

L.) Balance of Line/Comprehensive Product Offering

- Features:

- TAPCO ETO (engineered to order) and custom foundry fabrication products and support services and solutions for public sectors agencies.

SERVICE RATES

EFFECTIVE 1/1/21

Intelligent Parking and System Solutions (IPASS) Rates

	SKU	Rate
Standard labor, 8am–5pm, Monday–Friday	373-99990	\$180/hour
Overtime labor before 8 am, after 5pm weekdays, anytime Saturday, Sunday or holidays	373-99985	\$360/hour
IPASS consulting and/or engineering support	373-57824	\$225/hour
Contract hours	373-99992	Call
Warranty	373-99993	Call
Installation	373-88881	Call
PM contract hours	373-88888	Call

Intelligent Transportation System (ITS) and Traffic Signal Rates

	SKU	Rate
Standard labor, 8am–5pm, Monday–Friday	373-99988	\$180/hour
Overtime labor (time and a half) before 8 am, after 5pm, Saturdays	373-99989	\$270/hour
Sunday or Federal holiday labor (double time)	373-99986	\$360/hour
ITS consulting and/or engineering support	373-3RKBS	\$225/hour
Preventive maintenance contract holders will have different hourly rates.		

Intelligent Warning Systems (IWS) and Blinker™ System Rates

	SKU	Rate
Standard labor within Wisconsin, 8am–5pm, Monday–Friday	-	\$180/hour
Overtime labor (time and a half) within Wisconsin before 8 am, after 5pm, Saturdays	-	\$270/hour
Sunday or Federal holiday labor within Wisconsin (double time)	-	\$360/hour
Standard labor within the contiguous United States	-	\$2,000/day
Standard labor within Alaska and Hawaii	-	\$3,000/day

Sign Making, Design and Digital System Support Rates

	SKU	Rate
1–2 day on-site training (custom quote required)	RS1030-TRAINING	up to \$3000/day
Online training	RS373-ONLINE	\$120/hour
Sign making consulting and/or engineering support	RSDGJC45	\$190/hour
Graphic design, artwork and schematic development	373-01056	150/hour
Out-of-warranty GR3/SignCentral support	RS373-ONLINEOWS	\$120/hour
GR3 routine maintenance. In-house GR3 routine maintenance (RS956-10001)	RS956-10000	\$600/service
In-house Out-of-warranty troubleshooting & service	RS956-10008A	\$120/hour
In-house warranty repair	RS956-10008B	Call
In-house non-warranty repair (during warranty)	RS956-10008C	\$120/hour
1-year GR3 or TIPS technical support contract	RS956-10010A	\$300/year
2-year GR3 or TIPS technical support contract	RS956-10010B	\$500/year
3-year GR3 or TIPS technical support contract	RS956-10010C	\$700/year

Prices and rates may change without warning or notification.

Traffic and Parking Control Co., Inc. Sales and Service Terms and Conditions

1. ACCEPTANCE

The terms and conditions of sale and service contained herein apply to all quotations, purchase orders, confirmation of purchase orders, invoices, and service contracts by and for Traffic and Parking Control Co., Inc. ("Company"). Some of the terms set forth herein may differ from those in Customer's purchase order and some may be new. The Company's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must specifically be agreed to in writing by an officer of the Company before becoming binding on either the Company or the Customer. All orders and contracts must be approved and accepted by the Company. These Terms and Conditions of Sale and Service shall be applicable whether or not they are attached to or enclosed with the equipment or services to be sold or sold hereunder.

- (a) Portal to portal charges are calculated from the worker's departure from the entrance of their home base to job site back to the home base. (b) ON-SITE SERVICE is calculated in 15 minute increments. Minimum charge of one (1) hour.
- (c) PHONE ASSISTANCE is calculated in 15 minute increments. Minimum charge of fifteen (15) minutes.

2. PAYMENT

All invoices are due and payable thirty (30) days from date of invoice. The Company may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Each shipment shall be considered a separate and independent transaction, and payment shall be made accordingly. Interest accrues on overdue invoices at the rate of 1 1/2% per month, but no more than the amount allowed by law, on the unpaid balance from the original due date of the invoice.

3. SHIPMENT

All sales are made F.O.B. point of shipment. Method and route of shipment are at the Company's discretion unless Customer supplies explicit instructions. Risk of loss will pass to Customer upon delivery to the F.O.B. point. The Company will not insure shipment. Shipments will normally be made by Parcel Post, United Parcel Service (UPS), Air Express, or Air Freight.

4. TAXES

Unless otherwise provided herein, prices on the equipment or services covered by this order, or the manufacture or sale thereof, are exclusive of any present or future sales, revenue, excise or other taxes, fees, or other charges of any nature, imposed by any public authority (national, state, local or other). Wherever applicable, such taxes, fees or other charges shall be added to the purchase price and shall be paid by the Customer, or in lieu thereof, the Customer shall provide the Company with a tax exemption certificate acceptable to the taxing authority or pay any taxes directly.

5. DELAYS; INTERRUPTION OF DELIVER OR SERVICE

Shipping and service dates are approximate and estimated and are based upon prompt receipt from Customer of all necessary information. The Company shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control including, without limitation, acts of God, loss of communications, acts of civil or military authority, priorities, fires, strikes, lockouts, slow-downs, shortages, factory or labor conditions, yield problems, and inability due to causes beyond the Company's reasonable control to obtain necessary labor, materials, or manufacturing facilities. The Company shall not be required to furnish services or deliver equipment while and such interruption shall continue, and shall have the right to apportion its services and production among its Customers in such a manner as it may consider to be equitable.

6. NONCONFORMITY

Unless otherwise specified, all equipment covered by this order shall be inspected before shipment. If, upon receipt of any such equipment by Customer, the same shall appear not to conform to the contract, the Customer shall immediately (but in no event more than thirty (30) days after receipt of same) notify the Company, stating full particulars in support of its claim and afford the Company a reasonable opportunity to inspect the equipment. No equipment shall be returned without the Company's consent. Any returns accepted by the Company shall be subject to a reasonable restocking charge and manufacturer's authorization and terms.

7. LIMITED WARRANTY

All equipment supplied to the Customer is warranted by the manufacturer's written warranty only. The Company does not make any independent or supplemental warranty with respect to any equipment supplied to the Customer and shall not be responsible for repair, labor, shipping and/or handling costs associated with any manufacturer's warranty covering equipment supplied by it. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, IF APPLICABLE, FITNESS OR COMPLIANCE WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) PROMULGATED BY THE PCI SECURITY STANDARDS COUNCIL), AND ITS AGENTS OR TECHNICIANS ARE NOT AUTHORIZED TO MAKE ANY SUCH WARRANTIES ON BEHALF OF THE COMPANY.

8. INTELLECTUAL PROPERTY

Customer holds the Company harmless from, and releases and agrees not to make claim or suit against the Company because of, any suits, claims, losses, or other liability made against or suffered by Customer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Customer's use, possession, sale, or delivery of the equipment or services covered by this order.

9. MAINTENANCE CONTRACTS

Maintenance Contracts shall be for the term set forth on the Maintenance Contract, and shall renew automatically for the same term unless terminated by either the Company or the Customer within sixty (60) days prior to the expiration of the current term, with any changes to price and other terms as stated in writing by the Company.

10. MAINTENANCE OF EQUIPMENT BY CUSTOMER; RELEASE

The Customer acknowledges that the Company is not in the position to maintain the general safety of the equipment on a daily basis, and that the Customer shall be responsible for daily maintenance and upkeep (routine or otherwise) and shall follow all safety precautions for the safe operation and use of the equipment. The Customer shall notify the Company promptly

of any problems with the scheduled and/or "per call" basis as set forth in its Maintenance Contract with the Customer. Customer agrees to indemnify, defend and hold the Company harmless from, and releases and agrees not to make claim or suit against the Company because of, any suits, claims, losses, or other liability made against, or suffered by, Customer arising from any injury to persons or property resulting from, or occasioned by, Customer's use, possession, sale, delivery, operation of the equipment or services covered by this order or any Maintenance Contract between the Company and the Customer, for any reason, including, without limitation, the malfunctioning or non-functioning of any such equipment, non-performance or negligent performance or otherwise by the Company, or its noncompliance with the PCI DSS.

11. ITEMS NOT COVERED

Unless otherwise specified in its Maintenance Contract with the Customer, services to be provided by the Company shall not include repair of damage or increase in service time caused by any of the following: (a) failure to continually provide a suitable operating environment with all facilities as prescribed by the Company and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning, or humidity control; (b) use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended, (c) use of unauthorized supplies or equipment, (d) accident or disaster, which shall include without limitation, fire, flood, water, wind, lightning, power problems, and Acts of God, (e) transportation, neglect, or misuse, alterations, including without limitation, any deviation from the Company's physical, mechanical or electrical design or attachment of equipment or devices not supplied by the Company. Unless otherwise specified in its Maintenance Contract with the Customer, the Company shall not be obligated to maintain, repair, service, replace, operate, or assure the operation of any device, system, or property belonging to the Customer or to any third party to which the systems or equipment installed or maintained by the Company are attached.

12. ACCESS

The Customer shall provide the Company's technicians with full and free access to any equipment covered under any Maintenance Agreement between the Company and the Customer.

13. LIMITATION OF LIABILITY

The Customer acknowledges that, in order for the Company to perform certain services for the Customer, the Company requires access to the Customer's computers, databases, and other equipment and machinery. The Customer shall be responsible for backing-up any data or other systems which the Company may access. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY THE COMPANY HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA OR SOFTWARE, OR INABILITY OR DELAY OF THE COMPANY IN PERFORMING ANY SERVICES HEREUNDER. IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF. THE COMPANY'S LIABILITY HEREUNDER TO THE CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO THE COMPANY BY THE CUSTOMER.

14. NON-SOLICITATION

Unless otherwise agreed to by the Company in writing, the Customer shall not hire, or solicit the employment of, any of the Company's employees, contractors, or consultants directly or indirectly associated with the performance of any Maintenance Contract or other services to be performed under this order during the period of the performance of any Maintenance Contract or other services to be performed under this order and for one year thereafter. In the event that the Customer breaches the foregoing restriction, the Customer will pay, as liquidated damages and not a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees that the Company would have paid to its employee, contractor, or consultant.

15. GENERAL

- (a) The validity, performance and construction of these terms and all sales hereunder shall be governed by the laws of the State of Wisconsin.
- (b) Controversies arising herein or relating to alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Milwaukee, Wisconsin or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties are waiving their rights to seek damages in court, including the right to a jury trial.
- (c) In the event that any provision of this contract is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of these Terms and Conditions. The captions of sections herein are intended for convenience only, and shall not be interpretative of the content of such section.
- (d) An order once placed with and accepted by the Company can be canceled only with the Company's consent and upon terms that will indemnify the Company against loss. All order cancellations will be subject to a reasonable cancellation charge, plus any charges incurred by the Company prior to such cancellation.
- (e) If Customer is in breach of its obligations herein, Customer shall remain liable for all unpaid charges and sums due to the Company and will reimburse the Company for all damages suffered or incurred by the Company as a result of Customer's breach. The Company shall be entitled to a mechanics lien for all such unpaid charges and sums. The remedies provided herein shall be in addition to all other legal means and remedies available to the Company. Waiver by the Company of any breach by Customer shall not be construed as a waiver of any other breach.

Subject:

Addendum to Contract # 2020-200

Parties:

Traffic and Parking Control Co., Inc. (TAPCO): headquartered in Brown Deer, WI
Barron County, WI

Date:

3/10/22

Acknowledgement:

Traffic & Parking Control Co., Inc. (TAPCO) of Brown Deer, WI and Barron County, WI agree that product and solution transacted on contract # 2020-200 (Traffic Control Products and Related Products and Solutions) will ship on a FOB Origin basis. The buyer is responsible for the payment of freight. TAPCO will make efforts to convey the freight impact to the end user in advance of any transaction being finalized and continue to apply its contractual discounts at an item and/or product level.

X  _____

Date: 3/31/2022

Mark Servi
Barron County
Highway Commissioner

X  _____

Date: 3/31/22

Andrew Bergholz
Traffic & Parking Control Co., Inc. (TAPCO)
Officer

BARRON COUNTY HIGHWAY DEPARTMENT

260 North 7th Street • Barron, WI 54812

Phone: 715-637-3755 • Fax: 715-637-3061



Mike Hoefs, Highway Commissioner
Nate Nelson, Highway Operations Manager
Gary Gall, Equipment and Facility Manager
Lori Raven, Engineering Technician
Sandra Perry, Administrative Assistant III
Tony Tangwall, Administrative Assistant III

mike.hoefs@co.barron.wi.us
nate.nelson@co.barron.wi.us
gary.gall@co.barron.wi.us
lori.raven@co.barron.wi.us
sandra.perry@co.barron.wi.us
tony.tangwall@co.barron.wi.us

May 29, 2024

Traffic and Parking Control Co., Inc. (TAPCO)
Attn: Mr. Andrew Bergholz
5100 West Brown Deer Road
Brown Deer, WI 53223

RE: Contract #2020-200 Amendment 3

Dear Mr. Bergholz,

The Barron County Highway Department would like to renew Contract #2020-200, for the first one-year optional term. Attached is the Contract Renewal for your review and signature. If you agree to renew the Contract, please sign the following page, and return it to the address listed above.

If you have any questions concerning this Contract Amendment, please contact me at the telephone number listed above.

Sincerely,

Mike Hoefs
Barron County Highway Commissioner

Cc: OMNIA Partners

Subject:

Contract #2020-200 Renewal

Parties:

Barron County, WI

Traffic and Parking Control Co., Inc. (TAPCO)

Date:

05/29/2024

Acknowledgement:

1. Traffic and Parking Control Co., Inc. (TAPCO) and Barron County, WI agree that Contract #2020-200, will be extended for the first one-year optional renewal term effective March 1, 2025 – February 28, 2026.
2. All terms, conditions, and rates of the Contract shall remain unchanged.

Date: 5/29/2024

Signature: Michael R Hoefs

Mike Hoefs, P.E.

Barron County Highway Commissioner

Date: Andrew
Bergholz

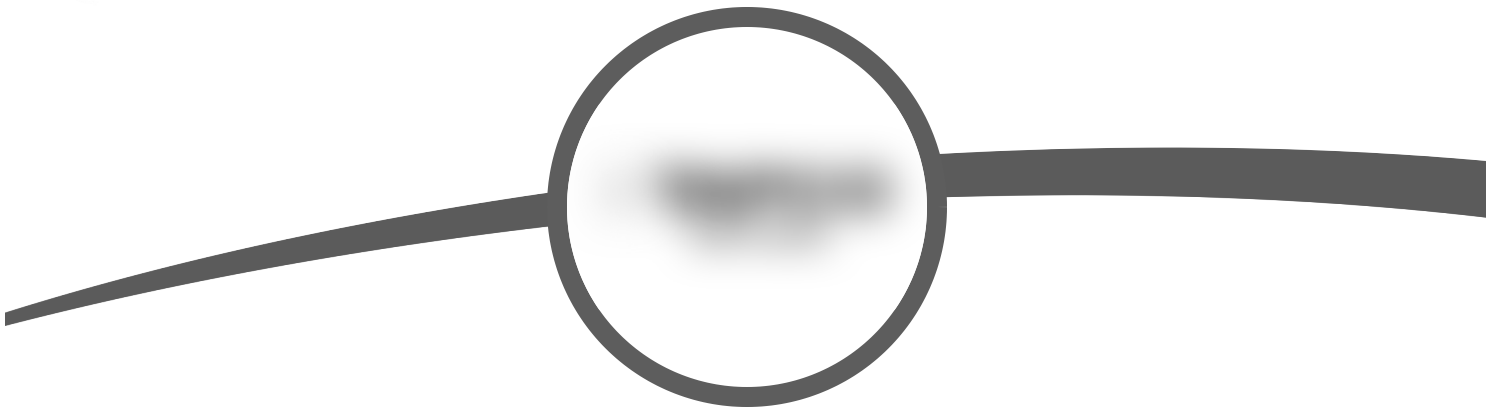
Signature: _____

Digitally signed by Andrew
Bergholz

Date: 2024.06.06 08:21:28
-05'00'

Andrew Bergholz

Traffic and Parking Control Co., Inc. (TAPCO)



Traffic and Parking Control, Co., Inc. (TAPCO)

Traffic Control Products and Solutions

As an industry-leading innovator, TAPCO manufactures and distributes a wide portfolio of traffic and parking safety solutions designed to increase safe travels for all. Since 1956, we have set the standard for delivering reliable, cutting-edge traffic safety enhancements. From our world-renowned line of LED-enhanced BlinkerSign[®] solutions to our pedestrian crossing products and early detection warning systems, safety is at the heart of all TAPCO innovations.

Click Your Industry

[Education](#) | [Government](#)

[Nonprofit](#)

Public Sector

K-12 Education

Higher Education

State & Local Government

OMNIA Partners & TAPCO are proud to partner on a competitively solicited and publicly awarded cooperative contract to offer public agencies a variety of traffic control products and safety solutions.

- **Traffic Control Products and Related Products and Solutions**

Barron County, WI | 2020-200

[VIEW CONTRACT
DOCUMENTATION](#)

[CONTACT US](#)

[AUTHORIZED
DEALERS](#)



Traffic & Parking Control Co., Inc. (TAPCO) Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Traffic Control Products and Related Products and Solutions

Barron County, WI

Contract Number: 2020-200

Initial Term: March 1, 2020 to February 28, 2025

Renewal Options: Option to renew for five (5) additional one-year periods through February 28, 2030

RENEWED THROUGH February 28, 2026

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Contract No. 2020-200
- Disclosure of Investment Activities In Iran, Russia and Belarus
- Contract Award Documents
- Contract Addendum 1
- Contract Addendum 2
- Contract Addendum 3

RFP Documents

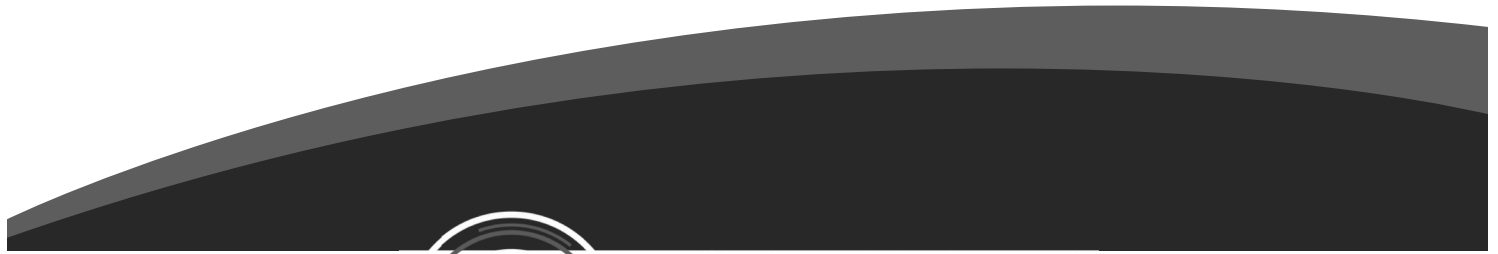
- RFP 2020-200 Traffic Control Products and Related Products and Solutions
- RFP 2020-200 Addendum No. 1
- RFP Posting Document

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- RFP Request List



OMNI
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

Privacy Policy | Terms of Use



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Ratify Contract File No. 250062-C-JL, Comprehensive Disaster Recovery Management Consulting Services (**Janina Lewis Procurement Services Director**)

Recommendation

Ratify Contract File No. 250062-C-JL, Comprehensive Disaster Recovery Management Consulting Services, Utilizing Pinellas County Request for Proposal (RFP) No. 178-0406-P(RW), with Tetra Tech, Inc., for Citywide Usage.

Background

On November 18, 2024, the staff were contacted by Tetra Tech, who is the City's current Debris Management & Monitoring Services contractor, to provide an expansion of immediate services for the City in the aftermath of Hurricanes Helene and Milton. The City's current contract provides not only debris management services but financial management and recovery services to including general post-disaster grant management and administration services as well. After reviewing the contract with the City, staff determined that the use of the Pinellas County RFP scope of services better defines the current Public Assistance Advisory Services in depth.

This contract enables the City to obtain advisory services for various federal programs, including, but not limited to, FEMA Public Assistance (PA), the FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, and the Federal Highway Emergency Relief Program. Tetra Tech will act as an independent contractor, responsible for developing and submitting FEMA and FHWA grant applications, as well as managing all disaster-related grants. This involves collaboration with federal and state agencies, County Constitutional Officers, and County departments, including regular interaction with the Office of Management and Budget, Emergency Management, Risk Management, Public Works, Utilities, Solid Waste, Parks and Conservation Resources, and other related departments (see attached). There are no costs to the City until services are rendered and at that time will be eligible for FEMA reimbursement.

Funding

As Required – FEMA/Grant eligible for Reimbursement

Strategic Plan Objective

N/A

**PARTICIPANT AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT CONSULTING SERVICES
AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 178-0406-P (RW)**

This contract entered into, by and between, the **City of Tarpon Springs**, a political subdivision of the State of Florida, whose address is 324 E. Pine Street, Tarpon Springs, FL 34689, hereinafter called "CITY", and **Tetra Tech, Inc.**, a Delaware Corporation whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 178-0406-P (RW) for Comprehensive Disaster Recovery Management Consulting Services ("RFP") the CITY desires to enter into an agreement for the services described therein; and

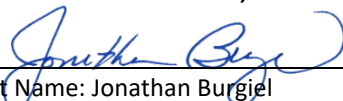
WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

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

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY."
2. The CONTRACTOR agrees to furnish all labor, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY or its duly authorized representative.
3. The CITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. The term of this Contract shall be from January 2, 2025 and will remain in effect as provided in the County Contract.
5. Any approvals from Pinellas County Staff required in the County Contract, such as approvals by the Public Works Director, will be granted by the City Manager or his/her designee.

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

CONTRACTOR: Tetra Tech, Inc.

By: 
Print Name: Jonathan Burgiel
Title: Business Unit President

CITY OF TARPON SPRINGS, FLORIDA

By: _____
Print Name: _____
Title: **Mayor**

ATTEST: _____
(CITY SEAL)

City Clerk

City Attorney

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN

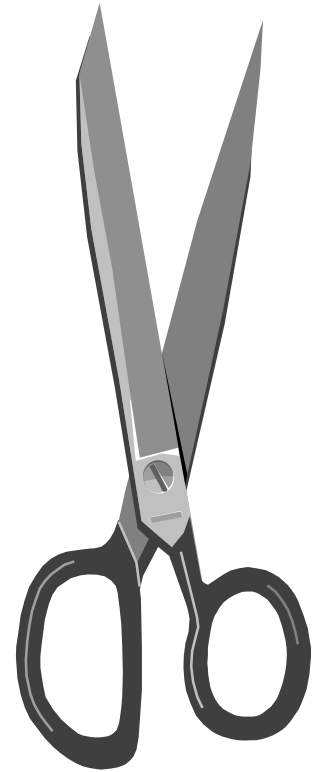
SEALED PROPOSAL NO.: 178-0406-P (RW)

BID TITLE: Comprehensive Disaster Recovery
Management Consulting Services

DUE DATE/TIME: August 30, 2018 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756	 REQUEST FOR PROPOSAL	
ISSUE DATE: August 2, 2018	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Comprehensive Disaster Recovery Management Consulting Services	RFP NUMBER: 178-0406-P (RW)	
SUBMITTAL DUE: August 30, 2018 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-PROPOSAL DATE & LOCATION: Not applicable	
DEADLINE FOR WRITTEN QUESTIONS: August 15, 2018 BY 3:00 P.M. SUBMIT QUESTIONS TO: Rianner Woodard, CPPB AT rwoodard@pinellascounty.org Phone: 727-464-3149 Fax: 727/464-3925		
<u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

***REMIT TO NAME:** _____ **PHN: ()** _____ **FAX: ()** _____

(As Shown On Company Invoice)

FEIN# _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

**I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF
THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS &
CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE
PROPOSER.**

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 21. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (email or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. ALTERNATES:

Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS

6. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. ORAL PRESENTATION:

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested, the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. LATE PROPOSAL OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

SECTION A – GENERAL CONDITIONS

12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. JOINT VENTURES:

~~All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).~~

~~Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.~~

14. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

15. COLLUSION:

The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

16. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

17. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

18. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.

19. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

SECTION A – GENERAL CONDITIONS

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

20. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

23. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;

SECTION A – GENERAL CONDITIONS

- (ii) that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

24. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A – GENERAL CONDITIONS

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code:

(a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.

(h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

SECTION A – GENERAL CONDITIONS

(i) *Review of purchasing director's decision.*

(1) The protesting party may request a review of the purchasing director's decision to the county administrator by delivering written request for review of the decision to the director of purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the purchasing director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

26. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B – SPECIAL CONDITIONS

Proposal Title: Comprehensive Disaster Recovery Management Consulting Services**Proposal Number: 178-0406-P (RW)****1. OBJECTIVE:**

The purpose of this Request for Proposal is for Pinellas County Government (County) to acquire comprehensive disaster recovery management services on an as-needed basis. The County is seeking proposals from qualified firms to assist in strategically managing the project development and administration of various Federal and State Disaster Programs related to declared emergencies and disasters that occur during the term of the contract. Such programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA Hazard Mitigation Program (HMGP); HUD Community Development Block Grant Disaster Recovery, and the Federal Highway Emergency Relief Program. In addition, the awarded firm may be requested to provide project development and grants management services for any existing, open disaster recovery efforts. Direct experience with governmental agencies in Florida is preferred.

This contract is being written inclusive of all municipalities and unincorporated Pinellas County lands list in Exhibit B. Municipalities will be considered co-operative members of the contract if they have completed an interlocal agreement with the County and the contractor(s) awarded the contract, and elect to utilize the contract,

This solicitation may be either fully or partially grant funded. Attachments A - C refer to the specific grant clauses. Attachment B shall be executed and returned with all submittals. Proposers may be deemed non-responsive for non-compliance and failure to submit Attachment B.

2. PROPOSAL REQUIREMENTS:

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a) A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b) A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c) The cost for services as outlined in the Scope of Work.

3. TERM OF SERVICES AGREEMENT:

Duration of the contract shall be for the period of five (5) years from the date of execution of the agreement unless otherwise indicated. Hourly rates submitted shall be held firm for the contract term.

4. FEES AND EXPENSES:

The agreed to compensation will be at fully burdened hourly rates that include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- other consulting services
- special presentations
- regular and certified postage
- computer/software
- equipment and usage
- telephone charges
- emails
- electronic data transmission fees
- standard copier usage
- fax charges
- travel, per diem and lodging charges, unless otherwise agreed to by the County in the Services Agreement

SECTION B – SPECIAL CONDITIONS

5. MAINTENANCE OF RECORDS:

The successful proposer must keep and maintain adequate records and supporting documentation in a manner to facilitate reimbursement of their services. Records maintenance is applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed by the firm pursuant to the requirements of this contract. Said records and documentation will be retained by the successful proposer for a minimum of five (5) years following the final "Close-out Letter" process with both the respective State and Federal agencies, or for such period as required by law. At the time of contract termination, the successful proposer will provide all documentation to the County.

6. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
8/2/2018	Advertising & Publishing RFP
8/15/2018	Deadline for Questions/Clarifications
8/30/2018	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
September 2018	Evaluation of the RFP
September 2018	Recommendation due to Purchasing from Office of Management and Budget
October 2018	Submit recommendation for Award of Contract

7. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original paper document and five (5) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

Instructions for Providing Files in PDF Format to Pinellas County Government**Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

Proposal Title: Comprehensive Disaster Recovery Management Consulting Services

Proposal Number: 178-0406-P (RW)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____	2. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____
3. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____	4. COMPANY: _____ ADDRESS: _____ TELEPHONE/FAX: _____ CONTACT: _____ CONTACT EMAIL: _____ COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

Proposal Title: Comprehensive Disaster Recovery Management Consulting Services**Proposal Number: 178-0406-P (RW)****a. INTENT:**

The County is seeking the services of a firm to provide comprehensive disaster recovery management consulting services, pre-disaster and post-disaster cost recovery planning, financial documentation, and grant management support services on an as-needed basis.

b. BACKGROUND:

The County is currently in the last six months of a 60-month contract for assistance with training, preparation services, documentation, and submission for reimbursement of disaster recovery expense. During this contract period, the County experienced hurricanes Hermine and Irma, with eligible cost reimbursement estimated at \$2.5M and \$26.5M respectively. The current system used to gather and work with documentation is the County's FEMA SharePoint site.

c. SCOPE OF WORK:

The successful proposer will assist the County in strategically managing the project development and administration of various Federal and State Disaster Programs related to declared emergencies or disasters that occur during the term of this contract. Such Federal Programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, and the Federal Highway Emergency Relief Program. The successful proposer will assume responsibility as an independent contractor for the development and submission of FEMA and FHWA grant applications and the management of all such disaster-related grants. This will include working with federal agencies, state agencies, County Constitutional Officers and County departments, including recurrent and direct involvement with the Office of Management and Budget, Emergency Management, Risk Management, Public Works, Utilities, Solid Waste, Parks and Conservation Resources, and other departments. It is preferred that firms have experience working with governmental agencies in the State of Florida.

Some of the services the successful proposer may be asked to perform include, but are not limited to, the following:

1. FEMA Public Assistance Advisory Services

- a. Provide general grant management advice related to FEMA, FHWA, and other disaster related grants. Must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the County. This includes any time accounted for if an appeal is requested by the County.
- b. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
- c. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.
- d. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
- e. Provide assistance, as requested, which may include expertise and guidance in working with state and federal historic or environmental review procedures required for FEMA reimbursement, the negotiation and implementation of Memorandums of Understanding with FEMA, and expeditious and successful completion of the historic, environmental and insurance review processes based on eligibility criteria.
- f. Review the County's current process/system and develop improvements to more efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects. This may include providing pre-disaster assistance in assessing what preparation is needed within departments for gathering expenditure data, and what pre-disaster training is needed (from field staff to management).
- g. Assist the County in filing the initial Request for Public Assistance (RPA) after the initial disaster (event) within the deadline time period. Meet all Federal and State deadlines to recover full reimbursement. Assist the County with any special documentation and requirements to receive reimbursement under the FHWA program working with the Florida Department of Transportation (FDOT) and County departments.
- h. Work with appropriate County departments to assist the FEMA, FHWA, or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, etc., as requested by those or other agencies to complete necessary documentation for reimbursement. Research as necessary to complete all forms.
- i. Working with the County's Office of Management and Budget (OMB), assist the affected Pinellas County departments in compiling their damage assessments for all expenditures, both in force account and

SECTION E – SCOPE OF WORK

permanent damages. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records. Assist with all necessary backup documentation of all eligible expenditures for small and large projects, e.g. invoices, equipment usage documents, etc., to garner full reimbursement.

- j. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported. Review contracts, purchasing documentation, and union agreements for compliance language. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the County's Personnel Department to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA and FHWA.
- k. This scope of work does not include public adjusting, but will include coordinating with County Risk Management or its contractor to coordinate insurance, FEMA, and FHWA reimbursement. This includes identifying department reported damages to OMB that appear to be insurable items, so OMB can discuss with Risk Management.
- l. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD's") and a project's Scope of Work ("SOW"). Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements. Provide assistance to determine if any eligible damages and mitigation opportunities have not been quantified and presented for reimbursement. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
- m. Assess damage to public infrastructure components, transportation systems, and facilities, as needed. May include providing technical expertise in the areas of demolition, construction costs and repair costs, structural issues, architectural, engineering and cost estimating services to help ensure maximum reimbursement.
- n. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
- o. Evaluate alternate and/or improved projects.
- p. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
- q. Assist the County in recording the debris-related expenditures for debris reimbursement working with the County Departments of Public Works, Utilities, Solid Waste and Parks and Conservation Resources. As needed, work with the County's current debris vendor(s) in recovering expenditures.
- r. Assist the specialized FEMA teams as they become necessary in the process. Specialized beach re-nourishment FEMA teams may be assigned to Pinellas County to review the reimbursement in this particular area. The successful proposer would work with this team as necessary to assist in getting reimbursement for the County. The successful proposer may have to work with the Army Corps of Engineers along with other agencies to receive reimbursement.
- s. The documentation submitted for reimbursement must meet the required deadline and withstand a FEMA or FHWA audit and/or State Emergency Management audit, and the successful proposer will have to support the work submitted for the County.
- t. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements to the County. Ensure that the County understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the County and submitted for reimbursement versus those actually received.
- u. Provide copies of all documentation transacted for reimbursement on behalf of the County, both electronically and hard copy to OMB. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with said copies upon request at any point in the process. Offer the County any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
- v. The successful proposer will also provide the County with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include FHWA reimbursement, total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.
- w. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful proposer would assist with final preparations with the State of Florida and FEMA/FHWA for final inspections and the closeout process for large and small projects, perform Project Worksheet closeouts, and participate in the exit conferences with the County, State and FEMA/FHWA agencies.
- x. Prepare first and second appeals, and arbitration as requested. If any disputes arise between the County and FEMA, and/or FHWA, and/or the State, the successful proposer will assist the County in strategizing and writing the appeals.

SECTION E – SCOPE OF WORK

- y. Prepare projects for audit. Respond to audit findings, as required. The successful proposer must be available to assist with any requests for audit information by any source through the period of time set in State and Federal law.
- z. Provide miscellaneous services not otherwise described, but which the County may require during the course of the Agreement, as requested by OMB.

2. FEMA 404 and 406 Hazard Mitigation Expertise

- a. As requested, assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
- b. As requested, assist in preparing hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

3. Pre-Disaster Cost Recovery Plan Development

- a. As requested, assist in developing the general framework, processes, and tools to facilitate cost recovery activities associated with a federally declared disaster.
- b. As requested, assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
- c. Identify the primary roles and responsibilities of stakeholders to effectively coordinate the provision of Public Assistance, as well as other federal grant funding programs.

4. Training

As requested, provide pre-disaster training that may be required for various groups of employees to include but not be limited to: Cat B work tracking, overall emergency work time reporting, documenting through photo capture and how all this rolls up to a successful project worksheet for reimbursement.

d.

EVALUATION CRITERIA:

Listed below is the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Company Qualifications (400 Points)

- a. Provide an overview of the Firm's history, capability and business ability relative to the County's requirements. Not to exceed two (2) pages.
- b. Describe your firm's qualifications in providing disaster recovery, and specifically FEMA reimbursement services. Include information on organizational structure. Include any special expertise which your firm has in working with FEMA regarding debris reimbursement and monitoring contracts. Provide your firm's experience working with Florida Department of Transportation (FDOT) utilizing the Florida Highway Administration (FHWA) program for road reimbursement. Provide specific information on your experience working on disaster recovery reimbursement specific projects for governmental organizations in Florida.
- c. Provide a complete list of all government agencies for which you are currently providing, or have provided in the past, disaster recovery FEMA and State reimbursement services (since 2008). Indicate the dates (length) of service for the listed clients and specify the name, title, addresses and telephone numbers of individuals. The County may contact those clients for whom you have provided disaster recovery reimbursement services for further information concerning the services provided.
- d. For specific large disasters that you may have been involved in handling the FEMA reimbursement for, or are still handling (e.g. Hurricane Katrina, Sandy, Harvey, Matthew, Irma, or others) provide information on the number of Project Site Sheets/Worksheets handled, the number of employees put within the organization to complete the work, what pre-work was done to assist in completing the Project Worksheets, any special reimbursement issues resolved with FEMA, amount de-obligated with the State and FEMA or FHWA, and why, the amount of dollars recovered for the organization, success in any FEMA, FHWA or State appeals, and experience with any FEMA, FHWA and State audits. Give examples of reimbursements you secured for your client(s) that outline your expertise in Public Assistance (PA) categories A-G.
- e. Provide information related to your experience with any FEMA, FHWA or State appeals. Provide the details as to the outcome, the duration of the appeal and any other related data.
- f. Provide information related to your experience with FEMA, FHWA and State audits. Provide the number of audits your firm has been involved with, the number of findings against the organization that the

SECTION E – SCOPE OF WORK

auditors identified; if the findings were significant and overall what they found and the duration of the audits.

- g. Describe contacts and relationships with your other clients and interaction with FEMA and State Agencies. Include FHWA experience.

2. Team/Staff Quality, Availability and Overall Experience (300 Points)

- a. Provide a list of individuals who will be assigned (on site) to the disaster recovery reimbursement service engagement with the County and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagements since 2008. Identify the primary contact who will be actively engaged in serving the client account and identify the current client workload of this individual by counties, cities, special districts, and other as may apply.
- b. Provide the number of employees who serve in Florida who would be available during normal business times versus during times of emergency or disaster. Describe the experience that these types of employees have in working with FEMA, FHWA, and the State in handling the documentation required for receiving reimbursement, e.g. Project Worksheets, in resolving reimbursement issues, and dealing with FEMA, FHWA and State appeals, and audits.
- c. Describe the training that your employees have had regarding FEMA and FHWA grant rules and guidelines, State pass-through grant rules for reimbursement, debris recovery reimbursement, and any further training for reimbursement.
- d. Describe if your employees are full-time employees or contracted employees.
- e. Describe your internal disaster plan and ability to mobilize your team if a disaster should affect your location.
- f. Provide examples (if any) where you have recovered all or part of your fees from FEMA.

3. Technical Approach (200 Points)

- a. Provide a description of the firm's general approach to the proposed scope of services. Include team organization, staff assignments, schedules, quality assurance and accountability.
- b. Provide relevant availability guidelines and/or the average time between request for meetings and actual attendance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel. Capacity for meeting the Pinellas County's needs cannot be diminished due to the contractor having multiple clients and/or other contractual obligations.
- c. Describe the amount of time and ability that your firm would be able to devote to Pinellas County to research the current process of how our organization is seeking federal reimbursement and how that process could be streamlined, as well as how we can better prepare before a loss to document a claim. Include a description of the firm's approach to providing pre-disaster preparation and training services.

4. Proposal Pricing (100 Points)

- a. Pricing for the proposal shall be submitted using Exhibit A reflecting an hourly rate for pre-disaster assistance and an hourly rate for all disaster recovery reimbursement services provided to the County for transactional services. The proposed hourly rates are inclusive of all costs associated with the disaster recovery assistance provided to the County. The County will not reimburse the consultant for travel, overhead, operational or other related costs.
- b. The County will not pay the consultant for services unless pre-disaster assistance is requested or a disaster has occurred and requires assistance to request reimbursement from FEMA and/or another agency.

SECTION E – SCOPE OF WORK

e) ITEMS TO BE RETURNED WITH PROPOSAL:

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

a)	Page 1	Proposal Signature Page
b)	Section B	Item 1 Grant Attachment B
c)	Section B	Item 2 Proposal Requirements
d)	Section B	Proposal Submittal Copies
e)	Section D	Vendor References
f)	Section E	Proposal Submittal
g)	Section F	ePayables Form
h)	Section F	W-9 Form
i)	Section G	Addendum Acknowledgement Form (If Applicable)
j)	Section H	Statement of No Submittal (If Applicable)
k)	Page 26	Exhibit A – Price Proposal

f) ATTACHMENTS:

1. Sample Agreement
2. Exhibit A – Price Proposal
3. Exhibit B – Municipalities and Incorporated Pinellas County Lands
4. Attachment A – Grant Funding Conditions
5. Attachment B – Certifications Regarding Lobbying; Drug Free Workplace and Requirements Debarment, Suspension Other Responsibility Matters and Utilization of Disadvantaged Firms
6. Attachment C – FEMA Grant Funding Conditions

SECTION F ELECTRONIC PAYMENT**Electronic Payment (ePayables)**

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

☐ Yes☐ No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Comprehensive Disaster Recovery Management Consulting Services

Proposal Number: 178-0406-P (RW)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO. SIGNATURE/PRINTED NAME DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. *Thank you.*

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **178-0406-P** for **Comprehensive Disaster Recovery Management Consulting Services**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

Proposal Title: Comprehensive Disaster Recovery Management Consulting Services**Proposal Number: 178-0406-P (RW)**

Please utilize this price proposal with your submittal

FEE SCHEDULE: Prices MUST be all-inclusive as defined in the scope of work.**LABOR RATES:** All labor rates are to be fully burdened to all-inclusive of all taxes, benefits, handling charges, overhead and profits; per diem and fuel is also to be included in hourly labor rates.

Description	Pre disaster planning/training hours	Unit Price	Total	Post disaster planning/training hours	Unit Price	Total
Administrative/Clerical Support	20	\$	\$	40	\$	\$
Project Accountant		\$	\$	100	\$	\$
Grant Management Consultant		\$	\$	200	\$	\$
Senior Grant Management Consultant	120	\$	\$	800	\$	\$
Project/Program Manager	80	\$	\$	80	\$	\$
FEMA Policy Consultant	20	\$	\$	40	\$	\$
Total		(A)	\$		(B)	\$

Grand Total of (A) and (B)	\$
-----------------------------------	-----------

The above hours are not intended to represent the actual contract amount, but are an estimated amount for a single potential event. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resulting contract.

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

Exhibit B

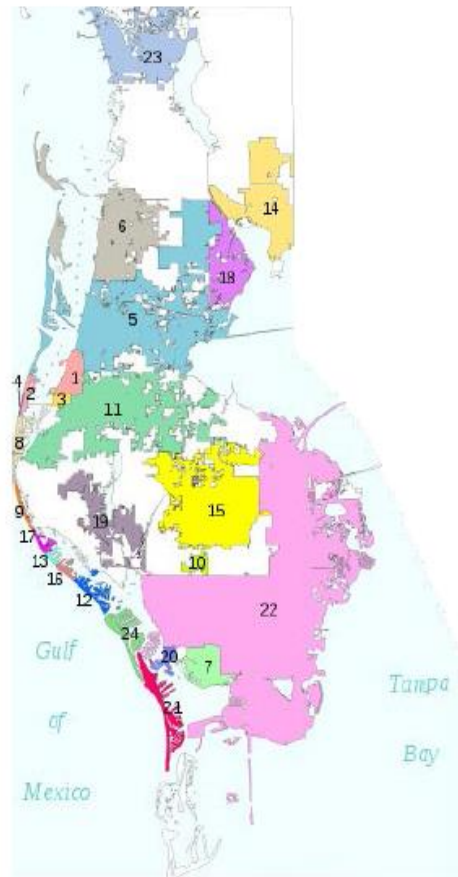
Proposal Title: Comprehensive Disaster Recovery Management Consulting Services
Proposal Number: 178-0406-P (RW)

Municipalities and Unincorporated Pinellas County Lands**Cities**

- Belleair Beach (2)
- Belleair Bluffs (3)
- Clearwater (5)
- Dunedin (6)
- Gulfport (7)
- Indian Rocks Beach (8)
- Largo (11)
- Madeira Beach (12)
- Oldsmar (14)
- Pinellas Park (15)
- Safety Harbor (18)
- Seminole (19)
- South Pasadena (20)
- St. Pete Beach (21)
- St. Petersburg (22)
- Tarpon Springs (23)
- Treasure Island (24)

Towns

- Belleair (1)
- Belleair Shore (4)
- Indian Shores (9)
- Kenneth City (10)
- N. Redington Bch (13)
- Redington Beach (16)
- Redington Shores (17)
- White colored areas =
unincorporated Pinellas
County



ATTACHMENT A
GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 178-0406-P
PROPOSAL TITLE: Comprehensive Disaster Recovery Management Consulting Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in 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 is 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.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (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. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

ATTACHMENT B**CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND
REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS
and UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)****PROPOSAL NUMBER: 178-0406-P****PROPOSAL TITLE: Comprehensive Disaster Recovery Management Consulting Services**

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

☐ Yes ☐ No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has ☐ has not ☐ Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A. Date: _____ Firm and Contact Person: _____ Area of Expertise: _____

Response: _____

B. Date: _____ Firm and Contact Person: _____ Area of Expertise: _____

Response: _____

C. Date: _____ Firm and Contact Person: _____ Area of Expertise: _____

Response: _____

D. Date: _____ Firm and Contact Person: _____ Area of Expertise: _____

Response: _____

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Company Name:

Printed Name and Title of Authorized Representative:

SIGNATURE

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

Street Address

City, County, State, Zip

☐

Check if there are workplaces on file that are not identified here.

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)

ATTACHMENT C
GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 178-0406-P (RW)
PROPOSAL TITLE: Comprehensive Disaster Recovery Management Consulting Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Remedies:** The contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II.
2. **Termination for Cause and Convenience:** The contract must address termination for cause and for convenience by the County, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II.
3. **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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. **Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
5. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- ~~5-6.~~ **DHS Seal, Logo, and Flags:** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
7. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
8. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
9. **Program Fraud and False or Fraudulent Statements or Related Acts:** A contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of ____, 201____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and ____, ____ ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 178-0406-P ("RFP") for Comprehensive Disaster Recovery Management Consulting services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in the County's Protected Personally Identifiable Information Policy, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

- a. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Budget Director or designee.
- c. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- d. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

A. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

B. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. Initial Term. The term of this Agreement shall commence on

☒ the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor at the following hourly rates (select appropriate box):

☐ the fully burdened hourly rates set out in Exhibit D attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses.

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

All Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

A. **Contractor Default Provisions and Remedies of County.**

1. **Events of Default.** Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final official closeout letter is received. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Budget Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to [Proposer] _____. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.**

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall

provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

For Contractor:

Attn:

Attn:

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including data, project work sheets, reports, training materials, documentation records and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

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

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
County Administrator

Name of Firm

By:

By

Signature

Print Name

Title

Approved as to Form

By:

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

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(Document to be Added Prior to Agreement Execution)

EXHIBIT C

PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, *et. seq.*, Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

PAYMENT/INVOICES

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Grant Funding Conditions

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers

Grant Funding Conditions

must be in 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 is 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.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (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. **The bidder shall certify compliance as per Attachment B**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

***Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment,
Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)***

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(Document to be Provided Prior to Agreement Execution)

FEMA Grant Funding Conditions

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Remedies:** The contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II.
2. **Termination for Cause and Convenience:** The contract must address termination for cause and for convenience by the County, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II.
3. **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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. **Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
5. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
6. **DHS Seal, Logo, and Flags:** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
7. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
8. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
9. **Program Fraud and False or Fraudulent Statements or Related Acts:** A contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 14 day of January 2020 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Tetra Tech, Inc., Maitland, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 178-0406-P ("RFP") for Comprehensive Disaster Recovery Management Consulting services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits A-G, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in the County's Protected Personally Identifiable Information Policy, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

- A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Budget Director or designee.
- C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
 - 1. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.
 - A. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

- A. **Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,000,000.00 for services completed and accepted as provided in Section 15 herein if applicable, payable at the fully burdened hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.
- C. **Travel Expenses.** The County shall reimburse the Contractor for documented actual expenses up to the limits established for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by the Budget Director or designee.
- D. **Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

All Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

- A. **Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- B. **Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County and/or Contractor may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the other Party of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final official closeout letter is received from the State. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Budget Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Tetra Tech, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
Pinellas County Office of Mgmt. & Budget
Attn: Bill Berger, Budget Director
14 S. Fort Harrison Ave
5th Floor – OMB
Clearwater, FL 33756

For Contractor:
Tetra Tech, Inc.
Attn: Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including data, project work sheets, reports, training materials, documentation records and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

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

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Supplemental Provisions. Contractor agrees to comply with the additional contract provisions included in the Exhibits to this Agreement, specifically including without limitation, the provisions stated in Exhibits

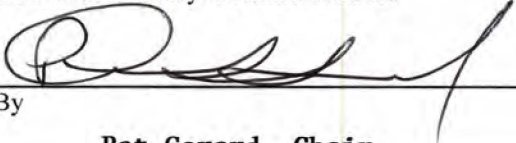
28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

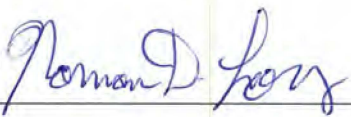
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
Board of County Commissioners

By 
Pat Gerard, Chair

Ken Burke,
Clerk of the Circuit Court

By: 
Deputy Clerk

Tetra Tech, Inc.

Name of Firm

By: 
Signature

Jonathan Burgiel

Print Name

Business Unit President

Title



APPROVED AS TO FORM



JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A**STATEMENT OF WORK**

The services to be provided are strategic management, the project development, and administration of various Federal and State Disaster Programs related to declared emergencies and disasters that occur during the term of the contract. Such programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA Hazard Mitigation Program (HMGP); HUD Community Development Block Grant Disaster Recovery, and the Federal Highway Emergency Relief Program. In addition, the awarded firm may be requested to provide project development and grants management services for any existing, open disaster recovery efforts.

Work to be performed by the Contractor shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Budget Director or designee. Prior to any work assignment being made, based on mutual discussions between the County and the Contractor; the Contractor shall prepare a detailed scope of work for the assignment which shall include hours and completion date and a not to exceed budget amount for the assignment. The budget shall be itemized using the schedule of rate values and descriptions attached to this agreement and incorporated herein as Exhibit C. All work assignment authorizations by the County shall have a work assignment number and be in writing. The Contractor shall perform no work under this agreement without written authorization through a purchase order. The Contractor hereby agrees to waive any claim for compensation for any work performed without written authorization.

EXHIBIT B

INSURANCE REQUIREMENTS

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

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

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

(1) Workers' Compensation Insurance

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

EXHIBIT B

INSURANCE REQUIREMENTS

- (1) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

- (2) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
------------------------------------	--------------

- (3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (4) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

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EXHIBIT C

PAYMENT SCHEDULE

Pre-disaster planning/training	
POSITION TITLE	RATE PER HOUR
Administrative/Clerical Support	\$45.00
Project Accountant	\$80.00
Grant Management Consultant	\$110.00
Senior Grant Management Consultant	\$130.00
Project/Program Manager	\$145.00
FEMA Policy Consultant	\$160.00

Post disaster planning/training	
POSITION TITLE	RATE PER HOUR
Administrative/Clerical Support	\$45.00
Project Accountant	\$80.00 JB
Grant Management Consultant	\$110.00
Senior Grant Management Consultant	\$130.00
Project/Program Manager	\$145.00
FEMA Policy Consultant	\$160.00

SERVICES AGREEMENT
EXHIBIT D

Page 14 of 22

PAYMENT/INVOICES

PAYMENT/INVOICES (MONTHLY):

SUPPLIER shall submit monthly invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed by FEMA Category of Work

Description Description of services or goods delivered by FEMA Category of Work

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, *et. seq.*, Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

PAYMENT/INVOICES

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Grant Funding Conditions

Vendor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements (See Exhibit F):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Exhibit F):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Please see information requested on Exhibit F

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is required to

Grant Funding Conditions

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.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Exhibit F.**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (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. **The bidder shall certify compliance as per Exhibit F.**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

***Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment,
Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)***

1. LOBBYING

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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

☐ Yes ☒ No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has ☐ has not ☐ Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment, Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment, Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment, Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A.	<u>Date:</u> 08/28/2018	<u>Firm and Contact Person:</u> A&B Engineering Consultants Angel L Rivera	<u>Area of Expertise:</u> Civil Engineers
	<u>Response:</u> No response yet, however once proposals are received, we will review each proposal and will confirm if any contractors meet our needs.		
B.	<u>Date:</u> 08/28/2018	<u>Firm and Contact Person:</u> Ambient Technologies Carlos Lemos	<u>Area of Expertise:</u> Environmental Consulting
	<u>Response:</u> No response yet, however once proposals are received, we will review each proposal and will confirm if any contractors meet our needs.		
C.	<u>Date:</u> 08/28/2018	<u>Firm and Contact Person:</u> Coastal Contract Solutions Debra Cmar	<u>Area of Expertise:</u> Management Consulting Services
	<u>Response:</u> No response yet, however once proposals are received, we will review each proposal and will confirm if any contractors meet our needs.		
D.	<u>Date:</u> 08/28/2018	<u>Firm and Contact Person:</u> Monitoring & Analysis Technologies Glenah Whidden	<u>Area of Expertise:</u> Bldg. Inspection & Environmental Consulting
	<u>Response:</u> No response yet, however once proposals are received, we will review each proposal and will confirm if any contractors meet our needs.		

SERVICES AGREEMENT
EXHIBIT F

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*Certifications Regarding Lobbying; Drug Free Workplace And Requirements Debarment,
Suspension Other Responsibility Matters And Utilization Of Disadvantaged Firms (M/WBE)*

SIGNATURE

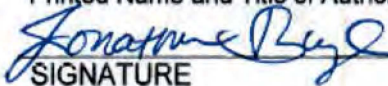
As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Tetra Tech, Inc.

Company Name:

Jonathan Burgiel | Business Unit President - Tetra Tech Disaster Recovery

Printed Name and Title of Authorized Representative:



SIGNATURE

8/29/2018

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

2301 Lucien Way, Suite 120

Street Address

Maitland, Orange County, FL, 32751

City, County, State, Zip

☒ Check if there are workplaces on file that are not identified here.

080106445

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)

FEMA Grant Funding Conditions

Vendor shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Remedies:** The contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II.
2. **Termination for Cause and Convenience:** The contract must address termination for cause and for convenience by the County, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II.
3. **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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. **Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
1. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
2. **DHS Seal, Logo, and Flags:** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
3. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
4. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
5. **Program Fraud and False or Fraudulent Statements or Related Acts:** A contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**CITY OF TARPON SPRINGS, FLORIDA
NOTICE TO PROCEED**

Effective Date: January 2, 2025

Ms. Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32804

Re: **Notice-To-Proceed (NTP): 2024 Hurricane Helene and Milton
Public Assistance Support**

Dear Ms. Kamara,

The City of Tarpon Springs, Florida (Client) hereby gives Tetra Tech, Inc. a "Notice to Proceed" to assist Client staff with Public Assistance services for the 2024 Hurricane Helene and Milton.

On the basis of this action, you are authorized to proceed in accordance with the terms and conditions of Participant Agreement between the City of Tarpon Springs, Florida and Tetra Tech, Inc. for Comprehensive Disaster Recovery Management Consulting Services (procured under Pinellas County RFP No. 178-0406-P(RW)). A task order with a detailed scope and an initial project not-to-exceed amount will be provided for review and execution.

"Notice to Proceed" is hereby given and accepted by the signature below.

Please contact me at rharring@ctsfl.us or (727) 943-1150 to coordinate efforts.

Sincerely,



Ron Harring
Finance Director
City of Tarpon Springs, FL

Accepted by:

TETRA TECH, INC.

By: 
Name: Jonathan Burgiel
Title: Business Unit President

Proposal to the City of Tarpon Springs, FL For Hurricane(s) Helene and Milton Public Assistance Support

Submitted to:

Mr. Ron Harring
324 East Pine Street
Tarpon Springs, FL 34689
E-mail: rharring@ctsfl.us

Submitted by:

Technical representative:

Ms. Christina Hendrick
1500 City West Blvd Ste 1000
Houston, TX 77042
Phone: (281) 733-8623
E-mail: Christina.Hendrick@tetrattech.com

Contractual representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
E-mail: betty.kamara@tetrattech.com

A. INTRODUCTION

Following the impacts of multiple disasters including Hurricane Helene (DR-4828-FL), and Milton (DR-4834-FL), the State of Florida has received subsequent major disaster declarations aiding in the ability for impacted communities including the City of Tarpon Springs (City) to seek reimbursement through FEMA's Public Assistance program. Tetra Tech is able to provide support with the cost recovery process through the scope of work detailed below for these disasters.

B. PROJECT SCOPE OF WORK

Task 1: Damage Intake Support

Tetra Tech will provide support to accomplish critical Public Assistance milestones and prepare key deliverables to accomplish objective of capturing and documenting incident related damages. This support will be provided through the following subtasks:

Subtask 1.1- Site Inspection Planning

The Team will assist with planning and preparing for FEMA Site Inspections. Tetra Tech will provide the best practices on how to execute site inspections and capture critical information required for project formulation. Tetra Tech will also assist with scheduling FEMA site inspections.

Subtask 1.2- Site Inspection Execution

Tetra Tech will provide a staff member to attend FEMA Site Inspections with City staff. The Team will assist the City's staff by capturing critical information during the visits. Tetra Tech staff will review FEMA's Site Inspection Report alongside City technical staff and advise on potential compliance pitfalls.

Subtask 1.3- Damage Description and Dimensions (DDD) development and capture support

Tetra Tech will prepare DDD based on data and technical information captured during the site inspection process, as well as compare results to FEMA prepared DDD for verification that damages identified by applicant, FEMA, and Consultant staff were captured in totality and correctly.

Task 2: Project Formulation

Tetra Tech will provide support with the development of scope and cost for projects to submission to FEMA. Depending on project type, this support will be provided through the subtasks listed below:

Subtask 2.1- Completed Work Data Reconciliation and Review

Tetra Tech will reconcile completed work cost expenses, create project cost summary documents, as well as prepare supporting documentation for eventual submission to Grants Portal. Tetra Tech will also review documentation for validity, and compliance with FEMA Public Assistance programmatic requirements. If supporting documentation or compliance deficiencies are identified, Tetra Tech will work with City points of contact to collect missing documentation or rectify compliance issues if able.

Subtask 2.2- Procurement and Compliance Support

Tetra Tech will review emergency and permanent work procurements for 2CFR compliance, and provide feedback regarding compliance issues, and pitfalls.

Subtask 2.3- Work to-be-completed Scope of Work Development and Cost Estimation

Upon finalization of permanent work DDD's, Tetra Tech will prepare repair cost estimates using FEMA approved cost estimation software (RS Means). Tetra Tech will also prepare additional project cost estimation documentation including project CEF as relevant. Should the CLIENT indicate that they would like to pursue additional funding for asset replacement through FEMA's Repair vs. Replacement calculation, or use of capped

funding for an alternative procedure, improved, or alternate project, Tetra Tech will provide support through the development of corresponding supplementary project scope of work and cost estimate for funding approval.

Subtask 2.4- Work to-be-completed 406 Mitigation Alternatives Support, and 406 Hazard Mitigation Proposal (HMP) Development

Upon completion of site inspection, and DDD finalization, and during cost estimation phase, Tetra Tech technical staff will present 406 mitigation alternative options for review by relevant points of contact with the goal of developing 406 Hazard Mitigation Proposals (HMPs). Upon selection of preferable 406 mitigation alternative option, Tetra Tech technical staff will prepare 406 HMP for submission for applicable permanent work projects.

Task 3: Grant Management

Tetra Tech will support City through FEMA review, obligation, and reimbursement processes through the following subtasks:

Subtask 3.1- Grants Portal Project Submission Support, and Obligation Support

Tetra Tech will support applicant with the final creation, collection, and upload of critical documentation and information required through Grants Portal, including EEI support and completion, and upload of relevant project documentation. During FEMA's review process, Tetra Tech will also support applicant with responses to FEMA Requests for Information (RFIs) that may be requested prior to securing project obligations. Tetra Tech will also support applicant with relevant project versioning/ amendment requests if/ when required to do so.

Subtask 3.2- Grant Management Reporting

Tetra Tech will support City with FEMA reporting requirements including Time Extensions, Quarterly Progress Reports (QPRs), as well as associated monitoring requirements such as permanent work project work validation and completed cost collection.

Subtask 3.3- Completed Work Request for Reimbursement Support

Tetra Tech will provide support with submitting requests for reimbursement from State agency, as well as responding to State RFIs if required.

Subtask 3.4- Grant Management Technical Assistance and Program Management

Tetra Tech will collect and review key policies and procedures relevant to the Public Assistance program and provide guidance regarding best practices surrounding recovery operations as required. Tetra Tech will also provide support regarding Public Assistance programmatic timelines, requirements, key milestones and deliverables, and general recovery strategies. Tetra Tech will also provide support with identifying other potential funding/ reimbursement methods for disaster related costs, as well as providing financial recovery strategy support for multiple potential sources if requested to do so.

C. PROJECT PERIOD OF PERFORMANCE

The estimated period of performance for this Task Order is twelve (12) months. It is expected that support for these services past 12 months will be required, for which Tetra Tech will work in good faith with the City to present an amended cost proposal for additional work if and when applicable.

D. PROJECT COST

The proposed estimated cost of **\$388,365.05** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the client and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor travel expenses as set forth in

the Participant Agreement between the City and Tetra Tech procured under the Pinellas County RFP No. 178-0406-P(RW) for Comprehensive Disaster Recovery Management Consulting Services. Table 1 below shows the estimated cost breakdown by Project Task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Project Task [1][2]

Task Description	Estimated Amount
Task 1: Damage Intake Support	\$48,375.00
Subtask 1.1- Site Inspection Planning	\$2,560.00
Subtask 1.2- Site Inspection Execution	\$12,800.00
Subtask 1.3- Damage Description and Dimensions (DDD) development and capture support	\$33,015.00
Task 2: Project Formulation	\$186,757.50
Subtask 2.1- Completed Work Data Reconciliation and Review	\$71,500.00
Subtask 2.2- Procurement and Compliance Support	\$4,050.00
Subtask 2.3- Work to-be-completed Scope of Work Development and Cost Estimation	\$56,807.50
Subtask 2.4- Work to-be-completed 406 Mitigation Alternatives Support, and 406 Hazard	\$54,400.00
Task 3: Grant Management	\$128,840.00
Subtask 3.1- Grants Portal Project Submission Support, and Obligation Support	\$73,167.50
Subtask 3.2- Grant Management Reporting	\$22,425.00
Subtask 3.3- Completed Work Request for Reimbursement Support	\$20,557.50
Subtask 3.4- Grant Management Technical Assistance and Program Management	\$12,690.00
Estimated Labor	\$363,972.50
Estimated Travel Expenses	\$24,392.55
Estimated Total	\$388,365.05

Table 2: Estimated Cost Breakdown by Title [1][2]

Labor Category	Estimated Hours	Hourly Rate	Estimated Amount
Project Accountant	48	\$80.00	\$3,840.00
Grant Management Consultant	1,156	\$110.00	\$127,160.00
Senior Grant Management Consultant	735	\$130.00	\$95,485.00
Project/ Program Manager	200	\$145.00	\$28,927.50
FEMA Policy Consultant	679	\$160.00	\$108,560.00
Estimated Labor			\$363,972.50
Estimated Travel Expenses			\$24,392.55
Estimated Total			\$388,365.05

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor travel expenses.

[2] The hourly rates are fully burdened to include overhead and profit. The City shall reimburse Tetra Tech for documented actual expenses up to the limits established for the travel expenses incurred in accordance with Section 112.061, Florida Statute.

[3] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

E. PROJECT ASSUMPTIONS

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of the City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Reimbursement for Services.** While Tetra Tech cannot guarantee reimbursement for these services, it is anticipated that FEMA will likely reimburse a portion, or all of the costs related to this proposal through their Category Z Management Costs projects. Per FEMA's Public Assistance Management Cost Policy, activities eligible as management costs include those related to developing eligible PA projects and receiving reimbursement. These activities may include but are not limited to:
 - Preliminary damage assessments
 - Meetings regarding the PA Program or overall PA damage claim
 - Organizing PA damage sites into logical groupings
 - Preparing correspondence
 - Site Inspections
 - Travel expenses
 - Developing the detailed site-specific damage descriptions (DDD)
 - Evaluation Section 406 hazard mitigation measures
 - Preparing small and large projects
 - Reviewing PWs
 - Collecting copying, filing, or submitting documents to support a claim
 - Requesting reimbursement of PA funds
 - Training
- **Cost Tracking by Disaster.** Tetra Tech will track costs by disaster separately for Hurricane Helene and Milton related projects in the event that FEMA releases additional guidance on cost delineation by event.
- **Estimated Costs.** The cost estimate presented above is based on information known at the time of this proposal. Future changes to these assumptions may require a change to the estimate provided above. Tetra Tech will work in good faith with the City to present a revised estimate if both parties agree it is warranted.
- **Travel.** Non-labor expenses including travel costs will be invoiced per the terms defined within the contract between Tetra Tech and the City.
- **Proposal.** This proposal is based on our current understanding of the project and revisions are subject to mutual agreement on the final work scope / schedule and other technical / management requirements desired by the City.

**TASK ORDER No. 001-PA SUPPORT
CITY OF TARPON SPRINGS, FL
TETRA TECH, INC.**

Pursuant to the City of Tarpon Springs, FL Participant Agreement under the Pinellas County RFP #178-0406-P (RW) for Comprehensive Disaster Recovery Management Consulting Services entered into by and between the City of Tarpon Springs, FL, hereinafter referred to as "City" and Tetra Tech, Inc., hereinafter referred to as "Tetra Tech," a determination has been made by City that there is a need for the performance of or rendering of services by Tetra Tech of a certain "Task Order" under the purview of said Agreement, and Tetra Tech is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: Public Assistance Support |2024 Hurricane Helene and Milton

DURATION OF WORK:

Estimated project term: January 2, 2025 through December 31, 2025

The period of performance may be extended upon approval by both parties.

INTRODUCTION

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ESTIMATED COST (not to exceed)

Estimated Not-to-Exceed: **\$388,365.05**

The estimated not-to-exceed amount is based on Tetra Tech’s current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the City and Tetra Tech The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech 's hourly rates plus non-labor travel expenses as set forth in the Participant Agreement between the City and Tetra Tech procured under the Pinellas County RFP No. 178-0406-P(RW) for Comprehensive Disaster Recovery Management Consulting Services. Table 1 below shows the estimated cost breakdown by Project Task. Table 2 outlines the anticipated staff positions and level of effort for these services.

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PROJECT ASSUMPTIONS

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 - **Estimated Costs.** The cost estimate presented above is based on information known at the time of this proposal. Future changes to these assumptions may require a change to the estimate provided above. Tetra Tech will work in good faith with the City to present a revised estimate if both parties agree it is warranted.
 - **Travel.** Non-labor expenses including travel costs will be invoiced per the terms defined within the contract between Tetra Tech and the City.

INVOICE AND PAYMENT:

Monthly Invoices are to be emailed to:
 Ron Harring
 Finance Director
 City of Tarpon Springs, FL
 rharring@ctsfl.us

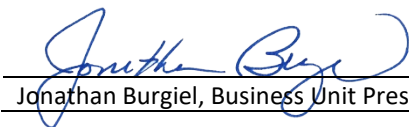
Payments are to be mailed to:
 Tetra Tech, Inc.
 PO Box 911642
 Denver, CO 80291-1642
 Attn: TDR Operations

Tetra Tech agrees to perform or render Services in accordance with the Cooperative Purchasing Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (Contract #RFP #17-SQ-43BB) and this Work Assignment.

For CITY OF TARPON SPRINGS, FLORIDA:

For TETRA TECH, INC.

Signature: _____
 Name/Title: _____

Signature: 
 Name/Title: Jonathan Burgiel, Business Unit President



Project Administration Department

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

Memorandum

Date: March 3, 2025
To: Mayor, Board of Commissioners, and City Manager
Through: Thomas Kiger, Public Services Department Director
From: P.J. Harbert, Grant Project Specialist
Subject: Approve Florida Department of Environmental Protection Grant Agreement Amendment 22PLN93

TK

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement Amendment with the Florida Department of Environmental Protection for grant #22PLN93 to allow for a nine (9) month extension to comply with the required deliverables set forth in the grant agreement.

Summary

Through the proposed amended agreement, the Florida Department of Environmental Protection (FDEP) agrees to extend the standard grant agreement for 180 days beyond the 03/31/25 termination date. This extension is to allow for the Florida Department of Environmental Protection adequate time to review and comment on submitted deliverables. This would allow for a termination date of 12/30/25.

The agreement document is attached.

The City Attorney has reviewed this agreement.

**AMENDMENT NO. 4
TO AGREEMENT NO. 22PLN93
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF TARPON SPRINGS**

This Amendment to Agreement No. 22PLN93 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of tarpon springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Tarpon Springs Vulnerability Assessment and Action Plan (Project), effective December 19, 2022; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 3, Attachment 4, Attachment 5, and Attachment 6; and,

WHEREAS, the Grantee has requested a 9-month extension of the Agreement due to complete the project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 1-B, Second Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-C, Third Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-B shall hereinafter refer to Attachment 1-C-, Third Revised Standard Terms and Conditions.
3. Attachment 3-C, Third Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-D, Fourth Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-C shall hereinafter refer to Attachment 3-D, Fourth Revised Grant Work Plan.
4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
5. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-A, shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.
6. Attachment 6-B, Second Revised Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-C, Third Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6-B shall hereinafter refer to Attachment 6-C, Third Revised Program Specific Requirements.
7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF TARPON SPRINGS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Panagiotis Koulias, Mayor
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-C	Third Revised Special Terms and Conditions (14 pages)
Attachment	3-D	Fourth Revised Grant Work Plan (6 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-B	Second Revised Special Audit Requirements (7 pages)
Attachment	6-C	Third Revised Program Specific Requirements (3 pages)

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

ATTACHMENT 1-C

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1-C

1 of 14

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

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

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

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

25. Investing in America

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

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOURTH REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN93**

ATTACHMENT 3-D

PROJECT TITLE: City of Tarpon Springs Vulnerability Assessment and Action Plan

PROJECT LOCATION: The Project is located in the City of Tarpon Springs within Pinellas County, Florida.

PROJECT DESCRIPTION:

The City of Tarpon Springs (Grantee) will conduct the City of Tarpon Springs Vulnerability Assessment and Action Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) and Adaptation Plan (AP). The Project will identify needs, develop capital improvement project priorities and timelines, make recommended revisions to planning documents and land development codes, and increase community awareness, involvement and resilience.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: After a notice-to-proceed is issued, the Grantee will conduct a kick off meeting to discuss the project scope, project goals, schedule, key milestones, and deliverables. The kick-off meeting will also identify a list of potential stakeholder representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** A draft list of stakeholder representatives to serve on the steering committee;
- **1.2:** Kick-off meeting minutes, and
- **1.3:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall

identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.

Task 3: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the meetings are to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. This task includes coordination with City staff regarding the appropriate additional SLR modeling scenarios, and coordination with Pinellas County. This task also includes coordination with the City's Sustainability Committee to engage the committee as a key stakeholder to increase confidence and buy-in to development of the proposed VA.

The second public meeting will be to present and discuss the results from the exposure analysis, sensitivity analysis, and updated draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the City will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria will be presented to guide the public's input for the selection of focus areas. The Grantee will prepare all notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes, including any minutes of discussions detailing agreed upon modeling scenarios and criteria, as applicable.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to

evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

The City will perform two (2) additional sea-level rise (SLR) scenarios combined with rainfall events (SLR horizon and storm frequency to be determined) using the augmented (included the coastal watersheds) ICPR v4 model developed by the Anclote River Watershed Model Plan (WMP, Atkins). This exposure analysis will identify water surface depths resulting from each of the different modeled scenarios.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Using the data collected from the previous Tasks, the Grantee will also perform a sensitivity analysis by applying the surface water elevations reported in the exposure analysis to each of the assets listed in the critical asset inventory. The analysis will identify the impact of sea level rise, and stormwater runoff in relation to communities, infrastructure, transportation, structures, critical assets, and natural resources. The sensitivity analysis will include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. The analysis includes an assessment of when (what horizon) and how much (which SLR scenario). This analysis also includes identification and outlining of the City's Adaptation Action Areas (AAA). The sensitivity analysis will utilize the Pinellas County's Vulnerability Assessment (WSP developing) as a calibration tool

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report and Adaptation Plan

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. A Vulnerability Assessment and Action Plan (VAAP) report will be completed and will incorporate the final VA report. The VAAP will serve as a basis for updated community policies within the coastal management element to improve resilience to current coastal flooding. The VAAP will include a prioritization of the AAA's and will also include a prioritized list of conceptual projects (or Best Management Practices (BMPs)) to reduce the areas future risk and vulnerability to the effects of SLR projections. Examples can range widely from the installation of tidal valves to incorporating SLR projections into the design of new construction capital projects. A draft final VAAP report will be prepared and submitted to the City for review. City comments and suggested revisions will be incorporated into a Final VAAP report. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. The Final VA will also include a complete AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** Final AP or Report;
- **7.3:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;

- **7.4:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.5:** A signed VA Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding

must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$9,373.67	\$0.00	\$9,373.67	7/1/2021	12/31/2024
2	Acquire Background Data	Contractual Services	\$22,871.67	\$0.00	\$22,871.67	7/1/2021	12/31/2024
3	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$23,798.39	\$0.00	\$23,798.39	7/1/2021	12/31/2024
4	Exposure Analysis	Contractual Services	\$28,392.39	\$0.00	\$28,392.39	7/1/2021	12/31/2024
5	Sensitivity Analysis	Contractual Services	\$41,550.62	\$0.00	\$41,550.62	7/1/2021	12/31/2024
6	Identify Focus Areas	Contractual Services	\$41,629.24	\$0.00	\$41,629.24	7/1/2021	12/31/2024
7	Final Vulnerability Assessment Report and Adaptation Plan	Contractual Services	\$23,552.02	\$0.00	\$23,552.02	7/1/2021	12/31/2024
Total:			\$191,168.00	\$0.00	\$191,168.00		

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

Attachment 4-A

1. Public Records.

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

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

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

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

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

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

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

Attachment 5-B

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5-B

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-B

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY21.22	37.098	Resilient Florida Programs	\$75,000.00	140078
Amendment 1	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	\$116,168.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$191,168.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
THIRD REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-C

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to

identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Increase File No. 200087-C-AM Maintenance, Repair and Operations (MRO) Supplies (**Janina Lewis Procurement Services Director**)

Recommendation

Increase File 200087-C-AM, Maintenance, Repairs and Operations (MRO) Supplies and Related Services through Omnia Partners Contract No. R192006 with Lowe's Home Centers, LLC from an estimated annual amount of \$185,000 to \$215,000, an increase of \$30,000, through March 31, 2025, further award File No. 250115-C-JL, MRO Supplies through Omnia Partners Contract No. R240805, in an estimated annual amount of \$215,000, for the period of April 1, 2025, through March 31, 2027, for City-wide use. Purchase orders will only be issued against approved budgets.

Background

On April 1, 2020, Board of Directors of Region 4 Education Service Center awarded the MRO contract. On March 24, 2020, the Board of Commissioners awarded the contract. On October 27, 2022, the Board of Directors of Region 4 Education Service Center awarded the first renewal. On February 28, 2023, the Board of Commissioners awarded the renewal contract. On October 27, 2023, Board of Directors of Region 4 Education Service Center, awarded the final renewal of the contract. On November 1, 2024, through March 31, 2027, Region 4 Education Service Center (ESC) - TX awarded the R240805 contract. The purpose of this contract is to provide access to 40,000 MRO items and over 500,000 online items with a minimum discount of 5%. The increase is needed to pay for any additional purchases through the remainder of the current contract period.

Omnia Partners is a Group Purchasing Organization which allows its members to join together to leverage purchases in order to acquire goods and services at lower prices which is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased items. This contract has the option for two (2) additional one-year period renewals. Amount expended in the past 11 months: \$179,442.

Funding

Funding will be identified at the time orders are placed.

Strategic Plan Objective

N/A

Region 4 Education Service Center (ESC)

Contract # 24-08

for

**Maintenance, Repair, and Operations (MRO) Supplies,
Equipment, and Related Products and Services**

with

Lowe's Home Centers, LLC

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Micro Integration, effective November 1, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of _____, 2024 by and between Lowe's Home Centers, LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 2) **Scope.** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest may guarantee to perform all obligations under this Contract. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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 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, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC or Contractor may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.
- 14) Delivery. If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including with limitation, any additional fees for delivery. Product purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at <https://www.lowes.com/l/shipping-delivery> and www.lowes.com/l/help/returns-policy.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. The entity using the Contract will make payments directly to the awarded vendor.
- 17) . Offer's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.
- Lowe's offers large inventory of products in numerous categories. Lowe's is unable to automatically adjust Participating Agency's pricing in the event of retail price fluctuations in various locations.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes

or availability and has no obligation to inform Region 4 ESC, OMNIA Partners, or any member of product changes or availability.

- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to

protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. To the proportionate extent of its liability, Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third-party claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Region 4 ESC acknowledges that Contractor's proprietary indicia, trademarks, service marks, or trade names (Collectively "Marks" are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

FURTHER INFORMATION TO MASTER AGREEMENT TO FOLLOW IN APPENDIX B WITH
ADDENDUM A AND ADDENDUM A1

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Lowe's Home Centers, LLC

Address 1000 Lowe's Blvd

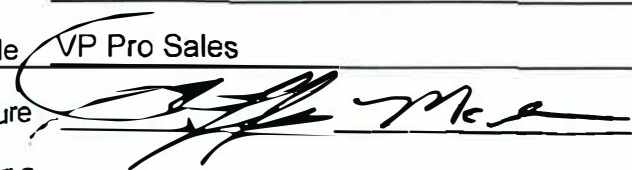
City/State/Zip Mooresville, NC 28117

Telephone No. 888-310-7791

Email Address GovernmentSupport@Lowes.com

Printed Name Steffani McLean

Title VP Pro Sales

Authorized signature 

Accepted by Region 4 ESC:

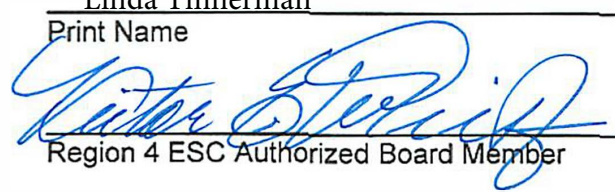
Contract No. R240805

Initial Contract Term 11/1/2024 to 10/31/2027


Region 4 ESC Authorized Board Member

10/29/2024
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

10/29/2024
Date

Victor E. White
Print Name



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 250099-B-AS, Sludge Hauling and Treatment Services (**Tom Kiger Public Services Director, Ray Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Director**)

Recommendation

Award File No. 250099-B-AS, Sludge Hauling and Treatment Services to Appalachian Material Service, Inc. (AMS) for a five (5) year period, effective March 13, 2025 through March 12, 2030, in an estimated annual amount not to exceed \$232,700, with a 5% annual increase for rate adjustments after the first year, for the Public Services Department – Wastewater Treatment Facility (WWTF).

Background

WWTF is a highly advanced biological treatment process that produces biosolids (sludge) as a byproduct of normal daily operations. Per Florida Department of Environmental Protection (FDEP) operating permit requirements, biosolids must be properly treated, tracked, and properly disposed of at a permitted facility. Procurement Services solicited Bid No. 250099-B-AS via Bonfire for sludge hauling, treatment, and disposal services. Five hundred-four registered water and wastewater vendors were invited to respond. One (1) bid was received from AMS at a unit price of \$89.50 per ton. Procurement Services conducted a single bid analysis and determined the bid received was responsive to all bid requirements, terms, and conditions. WWTF staff compared the offered pricing to recent similar bids for other local municipalities. The City of New Port Richey awarded AMS a contract at \$84.43 per ton with two (2) bidders; the second bid was received from Synagro at \$220 per ton. Martin County awarded AMS a contract at \$130 per ton with two bidders; the second bid was received from Wind River Environmental, LLC at \$224 per ton. Based on these comparisons and historical pricing paid by the City for these services, WWTF staff deemed the offered pricing to be fair and reasonable. Staff also noted AMS has been a reliable supplier to the City for several years and minimized increases within the previous contract term(s). Since the City's last contract award (ITB 200049-B-JL) in 2000, FDEP adopted new biosolid management rules, which contribute to increased sludge disposal costs regionally. These rules include additional testing and reporting requirements, as well as requirements to limit biosolids application rates to agronomic levels of nutrient application at application sites (see attached memo). The recommended authorization of \$232,700 is based on a five (5) year annual average of 2,600 tons at the offered rate of \$89.50 per ton.

Funding

FY25/26 budget; account no. 402-4603-536-3400 - WWTF

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: March 4, 2025

To: Janina Lewis, Procurement Services Director

Through: Thomas Kiger, Public Services Director

Raymond Page, Utilities Superintendent

TB

From: Robert Marcincuk, Wastewater Division Manager

Subject: Award Contract with Appalachian Material Services, Inc (AMS) for as needed Biosolids Hauling, Treatment, and Disposal for the Wastewater Treatment Facility (WWTF)

Recommendation

Award a five-year contract with vendor AMS for as needed biosolids hauling, treatment and disposal services for the WWTF in the annual estimated amount not to exceed \$232,700.00, with a 5% annual increase for rate adjustments after the first year.

Background

The WWTF is a highly advanced biological treatment process that produces biosolids as a by-product of normal daily operations. Per Florida Department of Environmental Protection operating permit requirements, biosolids must be properly treated, tracked and properly disposed of at a permitted disposal facility.

The Procurement Services Department completed a competitive bidding process for biosolids hauling, treatment and disposal (Bid # 250099-B-AS) to 504 registered water and wastewater vendors in the Bonfire procurement system. Appalachian Material Services, Inc. (AMS), the City's current vendor for this service, was the low bidder. The Wastewater Division and Procurement Services intend to award this contract to the lowest responsive bidder, Appalachian Material Services, Inc. (AMS).

As there was a single responsive bidder for this service, Procurement Services and wastewater division management conducted a single bid analysis of the bid received to ensure fair pricing. The unit rate for biosolids hauling and disposal was bid at \$89.50 per ton. Recent comparable bids for this service for New Port Richey and Martin County were evaluated. The City of New Port Richey awarded a contract to AMS with a price of \$84.43 per ton with two bidders; the other bidder was Synagro with pricing of \$220 per ton. Martin County recently awarded AMS as low bidder at \$130 per ton with two bidders; the second bidder was Wind River Environmental, LLC with pricing was at \$224 per ton. Based on these comparable costs, the AMS bid was found to be fair and reasonable. It should also be noted that land application of wastewater biosolids is an activity that is primarily conducted on agricultural land in rural areas of the state, and as such, travel distance and hauling costs weigh heavily on individual pricing for each utility.

The City's annual expenses for this service over the last two years have ranged from \$141,000 to \$143,000. AMS is the City's current vendor charging \$59.13 per ton based on the 2020 award. The proposed authorization is \$232,700 authorization requested is based on a five-year annual average hauling of 2,600 tons at the new unit

rate of \$89.50 per ton. It is also noteworthy that AMS has been a reliable vendor for the City for many years, including through emergency operations. Additionally, AMS has a history of minimizing cost increases within previous contracts. From 2018 to 2024, the per ton pricing only increased from \$48.57/ton to \$59.13/ton, including no increases from 2020 to 2023.

It is noteworthy that since the last bid award in 2020, FDEP has adopted new biosolids management rules, which are contributing to increased biosolids disposal costs regionally. These rules include additional testing and reporting requirements, as well as requirements to limit biosolids application rates to agronomic levels of nutrient application at application sites. This effectively means that additional acreage for biosolids application is required to support biosolids application, which in turn drives cost increases for these services. Additionally, City staff continue to monitor other potential biosolids disposal methods, including participating in a Pinellas County led study for a common resource recovery facility. At this time, third-party treatment and land application of biosolids remains the most economical and operationally efficient option for the City.

Funding

Funding for these services is budgeted in the FY 25/26 Wastewater Treatment Account 402-4603-536-3400.

Tabulation of Submittals
For
Bid No. 250099-B-AS
Sludge Hauling and Treatment Services
Monday, February 24, 2025 @ 3:00 p.m.

Appalachian Material Service, Inc.	\$89.50 per ton
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Broadcast: 504 Plan holders: 4 Responses: 1

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



CITY OF TARPON SPRINGS, FL

Procurement Services

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

INVITATION TO BID

SLUDGE HAULING AND TREATMENT SERVICES

for THE CITY OF TARPON SPRINGS

Date: February 7, 2025

Bid No.: 250099-B-AS

Sealed bids will be received electronically by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689, documents can be obtained from the Bonfire website at <https://ctsfl.bonfirehub.com/opportunities>, all documents and attachments must be uploaded by the date and time indicated:

3:00 p.m. EST, February 24, 2025

at which time bids will be publicly opened and read aloud for:

Sludge Hauling and Treatment Services for the City of Tarpon Springs

Bids and all addenda shall be available only through <https://ctsfl.bonfirehub.com/opportunities>).

Instructions to Bidders

Submission and Receipt of Bids

Submitting electronically through the online procurement services of Bonfire Bidder. Bidders who are E-Bidding for the first time, the City of Tarpon Springs uses a Bonfire procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submissions received after the ITB Due Date and time shall not be considered. It is the sole responsibility of the Bidder to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

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

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type its name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. Electronic Signatures. The Bid documents may be executed with an electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this bid and shall be treated in all respects as an original handwritten signature.
- c. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by vendor's signature.
- d. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- h. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Procurement Resolutions or Policies of City and State and Federal Statutes.
- i. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than February 13, 2025.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this ITB shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through <https://ctsfl.bonfirehub.com/opportunities> should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB.

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

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us.

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

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:as

SECTION 1 - INSTRUCTIONS

1.1 COMMENCEMENT OF WORK. If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

1.2 RESPONSIBILITY TO READ AND UNDERSTAND. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

1.3 FORM AND CONTENT OF BIDS. Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

1.4 SPECIFICATIONS. Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

1.5 MODIFICATION/ WITHDRAWAL OF BID. Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

1.6 DEBARMENT DISCLOSURE. If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

1.7 RESERVATIONS. The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.8 OFFICIAL SOLICITATION DOCUMENT. Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

1.9 COPYING OF BIDS. Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

1.10 CONTRACTOR ETHICS. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Bidders and Contractors. To achieve the purpose of this Article, it is essential that Bidders and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

1.11 GIFTS. The city will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

1.12 PROTESTS AND APPEALS. If a Bidder believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Bidder may submit a written protest. All protests and appeals are governed by the City of Tarpon Springs Purchasing Policy and Procedures. If any discrepancy exists between this Section and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting the Procurement

Services Department.

1.13 EVALUATION PROCESS. Bids will be reviewed by the Procurement Services Department and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

1.14 PRESENTATIONS/INTERVIEWS. The bidder must provide a formal presentation/interview upon request.

1.15 CRITERIA FOR EVALUATION AND AWARD. The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws- including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

1.16 COST JUSTIFICATION. In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

1.17 CONTRACT NEGOTIATIONS AND ACCEPTANCE. Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

1.18 NOTICE OF INTENT TO AWARD. Notices of the City's intent to award a Contract are posted to Procurement's website located at <https://ctsfl.bonfirehub.com/opportunities>. It is the bidder's responsibility to check the City of Tarpon Springs's bid posting website at <https://ctsfl.bonfirehub.com/opportunities> to view relevant bid information and notices.

1.19 BID TIMELINE. Dates are tentative and subject to change.
Release ITB: February 7, 2025

Advertise City website/ <https://ctsfl.bonfirehub.com/opportunities>: February 7, 2025
Bids due: February 24, 2025
Award recommendation: TBD

1.20 CONE OF SILENCE. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2-STANDARD TERMS AND CONDITIONS

2.1 DEFINITIONS. Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "City, Tarpon Springs, agency, requestor, parties", "bid, proposal, response, quote".

2.2 INDEPENDENT CONTRACTOR. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2.3 SUBCONTRACTING. Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

2.4 ASSIGNMENT. This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

2.5 SUCCESSORS AND ASSIGNS, BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

2.6 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

2.7 NON-EXCLUSIVITY. The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

2.8 AMENDMENTS. There will be no oral changes to this Agreement. This Agreement can only

be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

2.9 TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement.

2.10 COMPLIANCE WITH APPLICABLE LAWS.

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

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

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

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

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

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

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

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor

establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. Nondiscrimination. Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

2.11 SALES/USE TAX, OTHER TAXES. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

2.12 AMOUNTS DUE THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

2.13 OPENNESS OF PROCUREMENT PROCESS. Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or

until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Tarpon Springs (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow

the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

2.14 AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

2.15 BACKGROUND CHECK. The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

2.16 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

2.17 DEFAULT.

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

2.18 REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

2.19 CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

2.20 TERMINATION FOR CONVENIENCE. The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

2.21 TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112. Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

2.22 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

2.23 PAYMENT TO CONTRACTOR UPON TERMINATION. Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

2.24 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

2.25 INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

Nothing contained in this section shall be considered a waiver of the City of tarpon Springs' rights and protections under sovereign immunity and Florida Statute 768.28.

2.26 WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

2.27 THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

2.28 NO GUARANTEE OF WORK. Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

2.29 OWNERSHIP. All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

2.30 USE OF NAME. Contractor will not use the name of the City of Tarpon Springs in any advertising or publicity without obtaining the prior written consent of the City.

2.31 PROHIBITED ACTS. Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

2.32 FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

2.33 RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

2.34 SAFEGUARDING CITY PROPERTY. Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the

responsibility of or in the custody of Contractor or its employees.

2.35 WARRANTY OF RIGHTS. Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

2.36 PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

2.37 CONTRACT ADMINISTRATION. The contract will be administered by the Procurement Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

2.38 FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

2.39 COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2.40 FUEL CHARGES AND PRICE INCREASES. No fuel surcharges will be accepted. No price

increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

2.41 NOTICES. All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

2.42 GOVERNING LAW, VENUE. This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

2.43 INTEGRATION CLAUSE. This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

2.44 PROVISIONS REQUIRED BY LAW. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

2.45 SEVERABILITY. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

2.46 SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

2.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 3 - SCOPE OF SERVICES

INTRODUCTION

The City of Tarpon Springs, Florida, is currently accepting bids from qualified firms for the proper disposal of unclassified, untreated dewatered sludge that does not meet Process to Further Reduce Pathogens (PFRP) or Process to Significantly Reduce Pathogens (PSRP) requirements produced at the City's Advanced Wastewater Treatment Facility located at 201 E. Pine Street, Tarpon Springs, FL 34689.

The facility produces, on average, approximately 2,400 wet tons annually, and average two (2), 24-ton loads per week. It is the City's intent to have this material disposed of in a manner which meets or exceeds all Local, State, or Federal requirements, which ever are the most stringent; in order to minimize any future potential liability for the City.

3.1. SERVICES SUMMARY DESCRIPTION

Description: The awarded Bidder (Contractor) shall furnish all labor, materials, supervision, and equipment required to provide sludge hauling services and treatment pursuant to the specifications, terms, and conditions herein. The intent of this document is to provide the terms and conditions of a purchase agreement for the provision of sludge hauling and treatment services.

3.2. Hours

Regular business hours at the Advanced Wastewater Treatment Facility are 7:00 a.m. to 3:00 p.m. (EST), Monday through Friday, excluding City observed holidays. Service pickups shall occur during normal business hours, unless mutually agreed by the City and Contractor in advance.

3.3. Schedule

Contractor must guarantee their ability to haul and dispose of the material on a regular and timely basis and must be able to haul material 365 days per year, excluding City recognized holidays (list available on request). It is expected that the Contractor will coordinate in advance with the City to meet the City's hauling requirements while observing the City recognized holidays.

3.4. Sludge Cake Characteristics

Contractor will pick up dewatered sludge, treat sludge as appropriate, and dispose of sludge by land application or a pre-approved alternative Florida Department of Environmental Protection (FDEP) permitted method in accordance with specifications contained herein.

The City's wet cake sludge is raw sludge and is not stabilized. The sludge will need to be further treated to be Class B or higher for land application. The percent of cake solids is approximately 19% - 21%.

3.5. Bidder Submittal Requirements

To ensure compliance with bid requirements and for bid to be considered, Bidders must submit:

- a. Florida Department of Environmental Protection (FDEP) History - On a separate sheet include with their bid submittal, a detail of any history of FDEP violations (if not applicable state: NONE), as well as submit the firm's FDEP compliance history for the past five (5) years.
- b. Disposal Site Detail - Provide a list of the sites which the company utilizes to dispose of the materials and their physical addresses. Bidders must have a minimum of two (2) disposal sites with sufficient acreage to meet the minimum requirements of this solicitation.

Each site detail shall include the following:

- number of available acres at each site
- number of other facilities being served at each site
- a statement as to whether or not Tarpon Springs sludge product will be blended
- with the product of any other facility at the location FDEP Operating Permit Number for each Residuals Management Facility (RMF)

- c. Treatment Plan Detail - Provide a written Treatment Plan that describes what actions will be taken to store, handle, transport, process, and dispose of material received from the City of Tarpon Springs in accordance with FDEP regulations. The Treatment Plan must include a plan for wet weather conditions, including ability to provide a spare trailer for storage of residuals.
- d. References - Provide minimum of five (5) references from similar municipal or local government clients in the state of Florida that the firm has provided similar services for at least two (2) continuous years. Include: the number of continuous years of service for each reference listed, location, and a point of contact with either phone number or email.
- e. Trailer information - Provide dimensions of trailer to be left on site and the number of tons that it holds.

3.6. Contractor Responsibilities

- a. Transportation expenses will be the responsibility of the Contractor.
- b. Pickups of loaded trailers must be made during the agreed upon times, normally between 7:00 am and 3:00 pm, Mon.-Fri., unless previously agreed to by the Contractor and the City's Wastewater Facility Management, or their designee.
- c. Contractor will provide all containers which shall be suitable for storage and shipment of dewatered cake sludge per applicable regulations.
- d. The Contractor will provide a trailer to remain on site of a volume and dimensions approved by the City to facilitate clean and efficient loading of said trailer utilizing the City's existing conveyance and weighing systems. This **trailer will remain on site until filled and then be replaced with an empty unit when the full trailer is picked up, or return the same trailer** within six (6) hours of emptying. The current approved trailer dimensions are 42 ft. long X 103 in. wide X 64 in. deep. The height of the trailer from the ground to the top of sides is 110 in. The trailer will be parked on four scale pads, each scale pad measures 30 in. x 84 in. Centerline of front scale pads to rear scale pads measure 26' 8" (320 in.). Centerline of scale pads side to side measures 84 in. Trailer permitted for 48 wet tons of cake solids and provides for slight drainage at rear of trailer into existing trench drain.
- e. All load pick-ups are to be entered by the Contractor into a Residuals Management Database with load sheet number, date hauled, volume, climatic conditions, and destination for processing listed.
- f. When invoicing the City, each invoice will include: the load sheet number, a copy of the load sheet(s), the price per ton and weight of each load.
- g. The Contractor shall submit a monthly and annual summary report to the City detailing all load activity for the City of Tarpon Springs. Such reporting shall identify final sludge classification when land applied or disposed of in any other way.
- h. Provide a copy of the current disposal site permit for each site utilized for this contract.
- i. Provide a copy of the current Nutrient Management Plan (NMP) for each site utilized for this contract.
- j. In addition, the Contractor shall submit any and all required data the City needs to submit to the FDEP regarding its disposition of Dewatered Cake Sludge in accordance with FAC 62-640 and any other applicable regulations. All such required data shall be provided to the City 30 days prior to City's required submission deadline.
- k. Contractor **MUST** notify the City immediately if any FDEP or Environmental Protection Agency (EPA) regulatory violations occur at any of its disposal locations or at the RMF. The City shall also be notified if any of the firm's disposal sites become unusable.

3.7. City's Responsibilities

- a. The material will be loaded into the Contractor's equipment (trailer) by City personnel utilizing the City's existing conveyance system.
- b. The City utilizes a four-pad trailer scale system for monitoring loading of trailers. A printed weight ticket will be provided for each trailer loaded by City.
- c. The City shall give a minimum of one (1) calendar day notice prior to a needed trailer pickup.

3.8. Responsibility for Disposal of Dewatered Sludge Cake

- a. When dewatered residuals are accepted by the Contractor, the responsibility for the biosolids becomes totally the Contractor's, as indicated in the FDEP CHAPTER 62-640 DOMESTIC WASTEWATER RESIDUALS.
- b. Furthermore, upon said transfer, the RMF permittee shall be responsible for proper treatment, management, use, and land application of the City's residuals. The City will not be held responsible for any violation resulting from land application of residuals if the City can demonstrate that it had delivered residuals to the Contractor as identified in this contract.
- c. Execution of any contract as a result of this solicitation constitutes the Contractor's legal written agreement to accept responsibility for proper treatment and land application of the residuals as required by FDEP Chapter 62-640, F.A.C. Contractor further acknowledges that they are aware of, and comply with, all the requirements as stated in this regulation and as described in their permit.
- d. The source facility permittee (City) shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility (RMF) with which the source facility permittee (City) has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for further treatment, management, use or land application.

3.9. SPECIAL CONDITIONS

- a. **Terms and Conditions** - Contractor warrants that terms and conditions are firm for the agreement period as stated in the Invitation to Bid ("ITB").
- b. **Insurance Requirements** - The successful Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements prior to issuance of a Purchase Order (minimum insurance requirements are attached).
- c. **References** - Vendor References must include at least three (3) references for organizations (preferably government entities) for which the same or similar work has been performed. References in the City's immediate or nearby area are preferred. Include entity, contract number or reference no., contact names and telephone numbers.
- d. **Performance** - Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.
- e. **Employee Identification** - The contractor shall make identification available upon request. Contractor and its employees shall dress in a professional manner compliant with the City and OSHA safety standards. Contractor and its employees shall dress in a manner representative of the Contractor's organization.
- f. **Safety Data Sheets (SDSs)** - If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Agreement pursuant to completion of this Agreement; the Contractor shall furnish

Material Safety Data Sheets to the City's Wastewater Facility Management or designee prior to commencing such use.

- g. **Bidder Capability** - Prior to contract award, any bidder may be required to show that he has the necessary facilities, equipment, ability, and financial resources to provide the services specified in a satisfactory manner and within the guidelines of the specifications; that he has had experience in work of the same or similar nature; and that he has references which will satisfy the City.
- h. **Licenses and Permits** - Contractor shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such licenses, certifications and approvals. Fees for permits for work on City property will be waived if the contractor obtains the permits prior to start of work.
- i. **Omissions** - Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any bidder from any obligation with respect to this proposal or the evidence of compliance with this bid.
- j. **Damage** - Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Contractor, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (Not to exceed 30 calendar days from date damage was done).
- k. **Examination of Work** - The City shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.
- l. **Non-Exclusive Clause** - Award of this Agreement shall impose no obligation on the City to utilize Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.
- m. **Subcontracting** - The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City. Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.
- n. **Agreement** - A purchase order or blanket purchase order will be issued by the Purchasing Department for the term of this Agreement.
- o. **Provision for Other Jurisdiction** - Unless specifically prohibited by Vendor, it agrees that it will sell under the prices, terms and conditions of this bid to other jurisdictions.
- p. **Changes in Work** - The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim breach of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted herein.
- q. **Rejection of Work** - Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

- r. **Completion of Work** - If Contractor fails to comply with the conditions of this Agreement or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.
- s. **Specifications, Changes in Writing** - The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.
- t. **Contract Adjustments** - The City reserves the right to make modifications to this Agreement at any time during the Agreement period regarding the nature, method, scope, frequency or timing of the Contractor's obligations. Any material expansion of the Scope shall require the written consent of the both the City and Contractor. Should any material deletions or additions to the Scope be made, Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed upon.
Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach agreement on any modification within 30 days of the City's notification to Contractor or fail to reach an agreement on adjusted compensation associated with the modifications. There shall be no adjustment of Contractor's compensation made necessary as a result of the mismanagement, improper act, or other failure of Contractor, its employees, agents or subcontractors to properly perform its obligations under this Agreement. There shall be no increase in Contractor's compensation for any reason unless authorized in writing prior to the performance of services.

SECTION 4-GENERAL CONDITIONS

4.1 BEGINNING AND END DATE OF INITIAL TERM. The initial contract term shall be for a period of five (5) years, effective from the date of the executed Agreement. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

4.2 EXTENSION. The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

4.3 RENEWAL. At the end of the initial term of this contract, the City may initiate two (2) 2-year renewal(s) as provided, for a total contract period of no more than nine (9) years. The decision to renew a contract rest solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4.4. PRICES. All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph.

BID FORM

BID NO. 250099-B-AS

SLUDGE HAULING AND TREATMENT SERVICES

BIDDER Appalachian Material Service

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to provide all Services specified and in accordance with the other terms and conditions of the Contract Documents.

This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening.

1. In submitting this Bid, Bidder represents that:

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

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
02/23/25	Exhibit A		
02/23/25	Exhibit B		
02/23/25	Exhibit C		

- b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

BID FORM PRICING

BID NO. 250099-B-AS

SLUDGE HAULING AND TREATMENT SERVICES

ATTACHMENT A - PRICING TAB ATTACHED AS AN EXCEL SPREADSHEET

Additional Information:

Cost per trailer bin (truckload): \$ 89.50 (Please note the number of tons that are held in the truck trailer bin (truckload) your firm provides) # of Tons in Load 24.

Can your facility handle liquid sludge? Yes ☒ No ☐

(Please check one) If yes, provide price per 6,000-gallon tanker \$ 1500

Bidder acknowledges that all applicable licenses (City, County, State, and Federal) have been obtained and shall provide proof immediately upon request.

Payment: We accept Visa for payment: ☐ Yes ☒ No. Payment must be processed in 30 days after receipt of proper invoice or services accepted (whichever is the latter).

Price Extension for Additional Units:

The City, through its Procurement Services Director may during the next twelve months require additional units depending on the City's requirements and availability of funds. Bidders are requested to indicate below the number of months they will extend their bid prices, terms and conditions and the number of additional units they will provide after award of this bid by the City, if applicable.

12 months for 1250 additional units after award of this bid.
(Number) (No. of Units*)

Note: The decision by the bidder to extend or not to extend their prices will NOT be considered in the award of this bid.

* Please insert of number of unit (not to exceed the bid quantity).

Bidder: Appalachian Material Service

Address: P.O. Box 12

City: Bartow State: FL Zip: 33831

Phone No.: 941 776-8706 Fax No.: _____ Email: amsinc.fl@gmail.com

Scott Taylor owner/chairman
 Printed Name and Title
[Signature]
 Authorized Signature
Feb 23, 2025 Date

List at least 3 References

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SCOPE TO THIS PROJECT:

1. Project/Contract Name:	City of Zephyrhills
Dollar Value:	\$139,871/year
Contact Name:	OJ Kurk
Email/Phone Number:	okurk@ci.zephyrhills.fl.us (813) 713-6116
Agency/Company Name:	City of Zephyrhills
Address:	5335 8th Street, Zephyrhills, FL 33541
Date completed/or if in Progress:	In progress
2. Project/Contract Name:	City of Oldsmar
Dollar Value:	134,191/year
Contact Name:	Todd Cash
Email/:	tcash@ci.oldsmar.fl.us
Phone Number	(813) 855-4512
Agency/Company Name:	City of Oldsmar
Address:	100 State Street W, Oldsmar, FL 34677
Date completed/or if in Progress:	In progress
3. Project/Contract Name:	City of Haines City
Dollar Value:	\$570,509/year
Contact Name:	Gage Russell
Email/:	gage.russell@hainescity.com
Phone Number	(863) 421-3690
Agency/Company Name:	City of Haines City
Address:	PO Box 1507, Haines City, FL 33845

Date completed/or if in Progress:	In progress
4. Project/Contract Name:	City of Dunedin
Dollar Value:	\$477,044/year
Contact Name:	Brian Antonio
Email/Phone Number:	bantonian@dunedinfl.net (727) 298-3256
Agency/Company Name:	City of Dunedin
Address:	1140 Highland Ave, Dunedin, FL 34698
Date completed/or if in Progress:	In progress
5. Project/Contract Name:	City of Bartow
Dollar Value:	\$158,775/year
Contact Name:	Willy Pratt
Email/Phone Number:	apratt.wrf@cityofbartow.net (941) 723-6106
Agency/Company Name:	City of Bartow
Address:	4501 N. Wilson Ave, Bartow, FL 33830
Date completed/or if in Progress:	In progress

Additional Requirements:

Provide the following information with your bid submission:

- Provide a copy of your firm's Federal Employer Tax ID certificate.
- Provide a copy of all your current insurance coverages for General Liability, Automobile and Worker's Compensation and Professional Liability.
- Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.
- Provide your firm's FDEP compliance history for the last five (5) years, including any FDEP violations. If no violations in the last five (5) years, please state "NONE".
- Provide a list of all sites which the firm will utilize to dispose of the City's material. The following information should be included for each site listed:
 - a. Physical address
 - b. Number of acres
 - c. Number of other facilities being served at that site
 - d. Statement as to whether or not Tarpon Springs sludge product will be blended with the product of any other facility at that site
 - e. FDEP Operating Permit number

QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part of your bid/proposal. Failure to do so may result in disqualification of your bid/proposal. Evaluation of this questionnaire is a prime factor in the award of this Agreement.

1. Please state the full, legal name (including any d/b/a) of your firm and provide contact information

Company Name: Appalachian Material Service

Contact Name: Scott Taylor

Address: PO Box 12,

Address:

City: Bartow

State: FL

Zip: 33841

Telephone: (941) 776-8706

Fax:

E-Mail Address: amsinc.fl@gmail.com

Website: www.amsinc.services

2. How long has your firm been in business? 35

3. How long has your firm provided these services? 35

4. Annual gross revenues of your firm? (Check the appropriate box)

☐ under \$100,000 ☐ \$100,000 - \$499,000 ☐ \$500,000 - \$999,000
☐ \$1,000,000 - \$2,000,000 ☒ over \$2,000,000

5. How many full and part-time employees do you currently employ?

Full-time: 10 Part-time:

6. Provide information on your employee staffing by category and the number of employees in each category.

Category	# of employees
Drivers	5
Management	3
Maintenance	2

7. Who will be supervising the services to be performed under this Agreement and what are their qualifications, years of experience, number of years employed with your firm, etc.?
William Hauser, he has worked for the company for 25 years. He has performed a supervisory role for decades in the biosolids industry. Mr Hauser has extensive experience in the Central Florida area, maintains deep relationships with clients and related professionals, and has years of direct involvement with the City of Tarpon Springs and its biosolids.
8. What tools, vehicles and equipment currently owned by your firm will be utilized to provide the requirements of this Agreement?
Trinity trailers, Mack trucks, processing equipment (List attached)
9. List additional equipment your firm will require to provide services to the City and when and how you plan to acquire the equipment.
N/A
10. Have you had a contract terminated by a customer in the past 3 years? No If yes, please explain.
11. Provide a copy of your firm's Occupational License No. with the Expiration Date (if applicable).
12. Provide a copy of your firm's Federal Employer Tax ID certificate (W9).
13. Provide a copy of all your current insurance coverages for General Liability, Automobile and Workers' Compensation.
14. Provide evidence of a certification through Pinellas County Licensing Board (if applicable).
15. Provide documentation that your firm is registered with the Florida Division of Corporations to do business within the state of Florida.

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid/Proposal.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

MINIMUM INSURANCE REQUIREMENTS

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

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Workers' Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$2,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

E-VERIFY CERTIFICATION

ITB/Contract No: _ITB 250099 B-AS_____

Project Description: _Sludge Hauling and Treatment Service_____

Consultant/Firm acknowledges and agrees to the following:

Consultant/Firm shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and**
- 2. All persons, including Sub-Contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.**

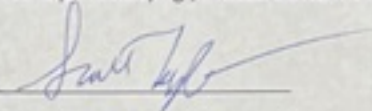
Company/Firm: __Appalachian Material Service_____

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City 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 either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: 

Signature

JADE STINSON

Witness

Scott Taylor

(Printed Name)

owner/chairman

(Title)

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LIST

Bidder Vendor Name: Appalachian Material Service

Proposer/Contractor FEIN: 58-1849283

Proposer/Contractor's Authorized Representative Name and Title:

Scott Taylor, Owner/Chairman

Address:

PO Box 12,

City: Bartow

State: FL

Zip: 33831

Phone Number:

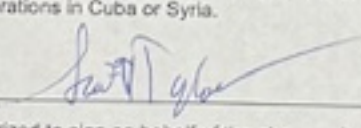
(941) 776-8706

Email Address:

scott@amsinc.services

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

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified above in the section entitled "Bidder Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to s. 287.135 Florida Statute (Current Edition), the submission of a false certification may subject company to civil penalties, attorney's costs, and/or other costs and does not have business operations in Cuba or Syria.

Certified by: 

Who is authorized to sign on behalf of the above-referenced company.

Print Name and Title:

Scott Taylor owner/Chairman

Date: Feb 23, 2025

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: Feb 23, 2025 Signed: Scott Taylor

Entity: Appalachian Material Service Name: Scott Taylor

Title: Owner, Chairman

Primary Responses

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	Item Name	Quantity Required	Estimated Annual Usage in Tons	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Dewatered Cake Sludge Hauling and Treatment Services pursuant to Bid documents. *Unit price is calculated per Ton; Total Cost = Unit price x Estimated Usage (Quantity Required).	2400	TONS	\$ 89.50	\$ 214,800.00
Not Bidding	No Bid	#0-2	Dewatered Cake Sludge Hauling and Treatment Services pursuant to Bid documents. *Unit price is calculated per Ton; Total Cost = Unit price x Estimated Usage (Quantity Required).	2500	TONS		-
Basket Total							\$ 214,800.00
Grand Total							\$ 214,800.00



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 250117-C-PH, Security Guard Services (**Tom Funcheon Public Works Director, Janina Lewis Procurement Services 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 \$80,000, for the period of March 9, 2025, through September 30, 2027, for the Public Works Department.

Background

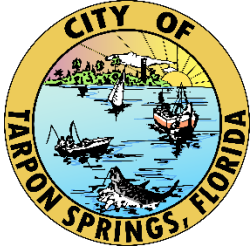
The purpose of this contract is to provide security guard services for City Hall (see attached memo). On October 1, 2024, the State of Florida awarded the contract for Security Guard Services effective through September 30, 2027. This contract was competitively solicited and is available for use by public 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



Tom Funcheon
Public Works Director

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 

Date: March 11, 2025

Re: Request for an increase to Security Guard Services – Allied Universal
Award File No. 250117-C-PH

Recommend:

Request the Mayor and Board of Commissioners approve an increase from \$70,000 to \$80,000 on the existing contract, Award File No. 250117-C-PH, Security Guard Services with Allied Universal for City Hall, Tarpon Springs, Florida in the annual estimated amount of \$80,000 for the period of March 9, 2025, through September 30, 2027.

Background:

The original Award was presented and approved at the February 26, 2025, BOC, then rescinded pending further discussion.



Bill To:

Patty Hall, CPPB
 Senior Procurement Analyst
 City of Tarpon Springs
 324 E. Pine St.
 Tarpon Springs, FL 34689
 727-943-4870 x2233
 phall@ctsfl.us

SUBJECT: SECURITY SERVICES QUOTE FOR CITY OF TARPON SPRINGS

Thank you for your interest in working with Allied Universal Security Services on the State of Florida State Term Contract (STC) for Security Officer. Per your request, please see the following quote:

Description	DMS Region	Hours Per Week	Bill Rate	Estimated Weekly Total	Estimated Annual Total
Effective Dates: 3/1/2025 - 2/28/2026					
Level II Unarmed Security Professional (Long Term Commitment – One or more years, full time) Location: City Hall - 324 Pine St. Tarpon Springs, FL 34689	7	40.0	\$26.60	\$1,064.00	\$55,328.00
Level II Unarmed Security Professional (Long Term Commitment – One or more years, full time) (Overtime) Location: City Hall - 324 Pine St. Tarpon Springs, FL 34689	7	7.5	\$39.90	\$299.25	\$15,561.00
TOTAL		47.50		\$1,363.25	\$70,889.00

The quote provided above is based on the Florida Department of Management Services State Term Contract No. 92121500-24-STC For Security Guard Services. The state contract term is effective 10/01/2024 and will remain in effect for three (3) years. This quote is valid for the "Effective Date" shown above.

NOTE: Please use FEIN 560515447 'Universal Protection Service' when creating your Purchase Order (PO).

Sincerely,

Shawn Ramey
 Project Director | State of Florida-DMS | 727-433-5243, Shawn.Ramey@aus.com



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.

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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 requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement 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:
 - o 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
 - o 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)

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Contracts and Agreements](#) / [State Term Contract](#) / Security Guard Services

Security Guard Services

92121500-24-STC

Effective Period	10/01/2024 through 09/30/2027
Contract Type	State Term Contract
	Contractors
	Pricing
Contract Information	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

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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**Accessibility
Statement**

Agency Information

Open Government

DMS Leadership

Frequently Asked Questions

Agency Organization

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Project Administration Department

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

Memorandum

Date: March 11, 2025
To: Charles Rudd, City Manager
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Anclote Bayous Survey, Charts, and Data Analysis – Additional Survey Options

Summary

In accordance with Charter Section 8(o)(3), staff has worked with a surveyor and engineer to complete a bathymetric survey of local channels and created a navigation chart based on this data. These were presented to the Board of Commissioners in accordance with the Charter requirements along with data analysis and cost estimates in January 2025. The BOC requested cost proposals to increase the survey limits. These are presented herein for BOC consideration and approval.

Background

City staff contracted with Engineer of Record Stantec to complete a bathymetric survey of local channels and to create a navigational chart based on the survey. Both of these were presented to the BOC at the January 21, 2025 Regular session meeting. The Board asked staff to research costs associated with expanding the survey area and limits. Four options prepared by Stantec are presented below.

The costs below include the same services that were previously provided in the first round of services: multi-beam hydrographic survey, volume calculations, feasibility memo and cost estimates, navigation chart update, and a presentation to the BOC. Please note that these costs are for the survey work and analysis described above. They do not include costs for dredge work.

- | | |
|-------------------------------|----------------------------------|
| • Option 1 (Edges) | \$181,070 (7.6 miles of survey) |
| • Option 2 (Centerlines) | \$164,008 (4.2 miles of survey) |
| • Option 3 (Anclote Channels) | \$195,187 (8.0 miles of survey) |
| • Option 4 (Everything) | \$221,148 (17.5 miles of survey) |

Option 1 (Edges)



Figure 1 – Hydrographic Survey Limits. Approximately 7.6 miles.

Yellow Lines – 2024 Re-Survey Areas

Black Lines – 2025 Expanded New Survey Areas

Option 2 (Centerlines)



Figure 1 – Hydrographic Survey Limits. Approximately 4.2 miles.

Yellow Lines – 2024 Re-Survey Areas

Black Lines – 2025 Expanded New Survey Areas

Option 3 (Anclote Channels)



Figure 1 – Hydrographic Survey Limits. Approximately 8.0 miles.

Yellow Lines – 2024 Re-Survey Areas

Black Lines – 2025 Expanded New Survey Areas

Option 4 (Everything)

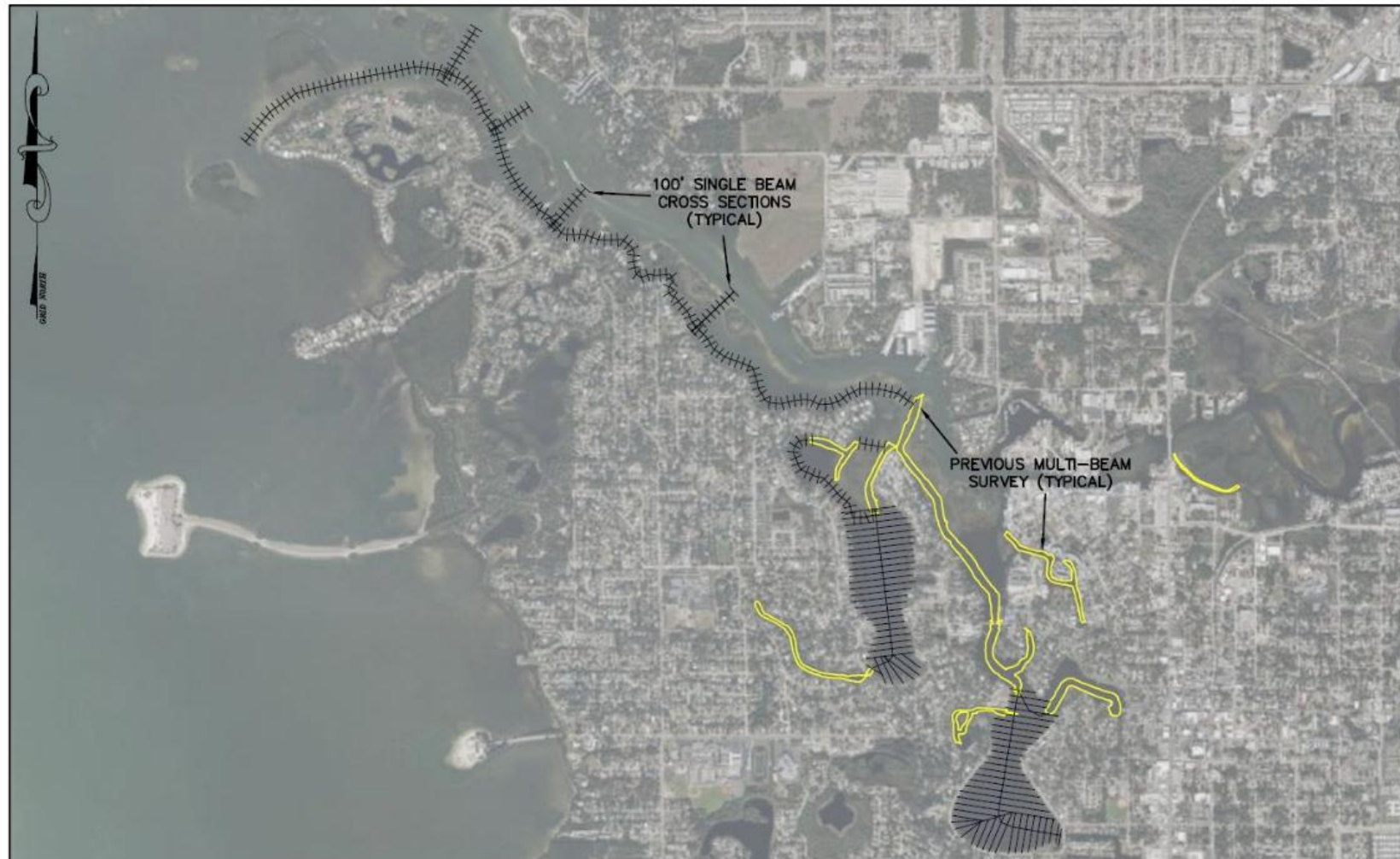
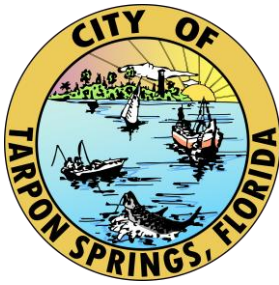


Figure 1 – Hydrographic Survey Limits. Approximately 17.5 miles.

Yellow Lines – 2024 Re-Survey Areas

Black Lines – 2025 Expanded New Survey Areas



CITY OF TARPON SPRINGS, FL

CITY MANAGER

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

MEMORANDUM

To: Mayor and Commissioners
From: Charles Rudd, City Manager
Date: 2/25/25
Subject: Consideration Change in Job Description

As part of my initiatives to amp up the revitalization of the city, I have modified the vacant Research and Information Officer job title and description and merged with a Marketing Specialist job description to create a Public Information Officer/Marketing Specialist position. This effectively creates a Communications person to handle both official communications and to market the city and all its many amenities and destinations. I will keep the pay grade at 20, \$60,222 - \$99,387, with the anticipation that the salary study will probably recommend an appropriate adjustment to a more competitive market rate compensation.

Staff recommends approval of the new job description for the PIO/Marketing Specialist position.

CITY OF TARPON SPRINGS JOB DESCRIPTION

JOB TITLE: Public Information Officer and Marketing Specialist
DEPARTMENT: City Manager
REPORTS TO: City Manager
FLSA STATUS: Exempt
CIVIL SERVICE: Yes
PAY GRADE: 20
SALARY: \$60,222 - \$99,387
LAST REVISION: 02/25

POSITION DESCRIPTION

Professional and administrative public communication duties involving developing, planning, coordinating, implementing and analyzing City-wide public information, public education, public relations, community marketing and media relations to promote the City's functions and activities. This position will perform work of a highly responsible nature involving a variety of proactive marketing programs with the goal of promoting and bringing visitors to the City of Tarpon Springs. Responsible for the development and overall coordination of activities involved with informing, educating, soliciting involvement, and analyzing responses of the public and/or City employees to City or department programs, projects and initiatives through the utilization of all available media, social and otherwise, and personal contact. This position focuses on communicating information supportive of the City's vision, mission and strategic goals and objectives. Reports to the City Manager.

Responsibilities and Reporting During an Emergency Situation: If assigned, this position will be required to report and carry out duties as directed for the duration of an emergency or disaster event, including overseeing the emergency communications function during Emergency Operations Center (EOC) activations and crisis situations. Depending on the nature of the emergency, this may require working around the clock for several days on short notice.

ESSENTIAL JOB FUNCTIONS

The following list is intended to be representative of the major tasks performed within this position classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the position classification.

- Serves as the City's official spokesperson. Develops and executes communication plans and strategies designed to create and maintain a favorable public image for the City.
- Serves as central point for quality and branding control for all City websites, publications and outreach programs.
- Interacts with the public, government officials, and news media on behalf of the City.
- Receives and responds to inquiries, concerns and complaints pertaining to City policy, programs and activities from the general public.
- Acts in a liaison capacity with community leaders, tour groups, other governmental agencies, community groups, news media and the general public requesting information on City services and activities.
- Serves as primary web page manager. Designs and maintains City and department websites. Creates informative and attractive visual graphics for an effective web presence.
- Manages and monitors social media channels and activity relevant to the City.
- Handles media issues, requests and inquiries. Maintains media contacts.
- Plans, coordinates, and provides professional communications, which include public relations and marketing services to contribute toward maintaining a positive image of the City with internal and external audiences.
- Develops, writes and edits press releases, talking points, speeches, advertisements and community information materials to newspapers, television, radio and other communications media.
- Designs and produces marketing materials (brochures, newsletters, special event promotions and press releases).
- Coordination of press conferences and informs participants of topics to be discussed. Participates in planning, coordination and stages of City-initiated departmental events.
- Plans and coordinates the public engagement activities for self, Mayor, City Commissioners, City Manager, and other City department personnel by compiling and summarizing material and data to be used in presentations as well as providing information to the news media and the public.
- Responsible for the development, design, production, printing, and distribution of publications concerning City activities, programs, plans and projects. Identifies specific target audiences, prepares and proofs copy.
- Manages, coordinates and prepares TV and web informational materials through various media.
- Coordinates the appropriate use of graphic designs and text for use in City or public media presentations consistent with City standards and policies.

- Seeks opportunities through social media outlets to disseminate information about City activities and programs to various audiences.
- Performs general administrative work as required, including preparing power point presentations, reports and correspondence, typing documents, copying and filing documents, answering the telephone, emailing information, etc.
- Keeps abreast of emerging technologies and trends in new media, particularly design programs.
- Assists the City Manager with special projects and assignments.
- Performs other related job duties and assignments as required.

MINIMUM QUALIFICATIONS

Bachelor's degree from an accredited college/university in Marketing, Communications, Public Relations, Journalism or a related field. Three (3) to five (5) years of experience in public relations, communications, mass media, or advertising preferably in a public sector environment. Experience with web editing programs, mass media, advertising, multi-media productions or governmental relations.

- Must possess and maintain a valid Florida Driver's License.
- Must be able to manage responsibilities for community outreach activities beyond regular business hours including extended workdays, evenings, and weekends.
- Assignment to work a variety of work schedules including compulsory work periods in special, emergency, and/or disaster situations.
- Must be able to exercise considerable initiative and independence of action in accomplishing assignments and special projects.

Knowledge, Critical Skills and Abilities:

Communications

- Written, verbal, electronic, and visual communications for effective expression and clarity.
- Collect, analyze and effectively disseminate factual information to the public through the news media in accordance with established policies and procedures.
- Express ideas and factual information in a clear and concise manner, both orally and in writing.
- Present information clearly and concisely, and conduct education, outreach, and marketing programs.
- Ability to tailor messaging for distribution on multiple outlets.
- Work effectively and efficiently under stressful conditions.

- Speak clearly, concisely and present a professional appearance for media interviews, public appearances and television programs.
- Exercise wide discretion in dealings with public and media.
- Thorough knowledge of proper English usage, vocabulary, spelling and basic mathematics.
- Disseminate information to the public and make quick decisions with very little advanced notice or preparation time during emergency situations.
- Ability to handle public relations problems effectively, courteously and tactfully.
- Apply principles of marketing and branding to City communication functions.

Relational

- Establish and maintain effective working relationships with City officials, employees, community leaders, media representatives and the general public.
- Develop and nurture a team approach to communications that involves all employees in the process.
- Maintain consistent, positive demeanor in all aspects of job, including maintaining effective relationships with personnel of other departments, professionals and members of the public through contact and cooperation.
- Collaborate effectively across a diverse organization.
- Learn City-wide administrative regulations, applicable City-wide departmental policies, Personnel rules and collective bargaining agreements.
- Knowledge in Florida public records laws and regulations.

Graphics & Video/Social Media/Analytics

- Knowledge of and skill in the use of computers for data and word processing and other electronic devices.
- Digital graphic layout and design, presentation and design software, office applications and associated hardware.
- Extensive knowledge and ability to effectively use the internet and other traditional and digital media platforms, including fluency in both the use of social media and to monitor and evaluate effectiveness.
- Knowledge of photography, video recording and editing, design and layout, and website content management.
- Knowledge of and skill using Google Analytics to track user demographics, behavior, traffic sources, and engagement metrics and create reports detailing pertinent data.
- Knowledge of Meta business suite, insights, ad manager, pixel and other tools to manage accounts, track growth and performance, and analyze trends.
- Strong knowledge of digital marketing, SEO, and social media best practices.

Organizational

- Adaptability in performing under frequent deadlines, re-prioritization of tasks and assignments, and in response to emergencies.
- Ability to take initiative to complete the duties of the position independently with minimal direct supervision and review.
- Assemble and analyze information and make written reports and records in a concise, clear and effective manner.
- Apply sound judgment and interpretation based on acquired knowledge in circumstances where limited standardization exists.
- Read and interpret various materials, ranging from moderate to complex terminology, pertaining to the responsibilities of the job.
- Skill in organization, prioritization, time management, attention to detail and accuracy.
- Skill in analyzing and interpreting problems and the ability to draw conclusions.

SPECIAL REQUIREMENTS

Must possess the National Incident Management System (NIMS) IS-700 within 30 days of employment and the ICS-100 within 90 days of employment. Additional NIMS may be required.

PHYSICAL/MENTAL DEMANDS

The work is performed in typical office conditions but will also include off-site visits to community events to successfully market the City's events, projects and programs. Ability to manage stress related to routine deadlines and occupational problems, which demand immediate attention. Necessity to multi-task successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Additionally, the following physical abilities are required:

- Requires sedentary work that involves walking or standing some of the time and routine keyboard operations.
- Requires normal visual acuity and field of vision, hearing speaking, color perception, sense of smell, depth and texture perception.
- Ability to reach with hands and arms, stoop, kneel, crouch or crawl.
- Ability to sit or stand for periods longer than 30 minutes.
- Ability to occasionally lift and carry weight up to 25 pounds.
- Ability to hear, speak, and understand conversation in English in various tones of voice, accents or rapid speech patterns.

- Ability to see, read, and comprehend letters, numbers, words, characters or symbols, which are both large and small.
- Ability to print and draw numbers, words, characters and symbols which are legible and understood by others.

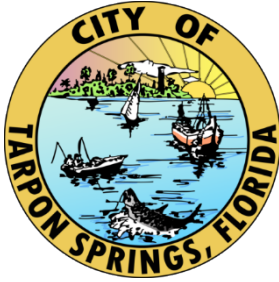
The City of Tarpon Springs is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of Tarpon Springs provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The employee's signature below attests that the employee has read and understands this job description, believes they possess the minimum qualifications and are capable and willing of performing all essential functions.

Employee Signature

Date

Print Name



CITY OF TARPON SPRINGS, FL

CITY MANAGER

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

MEMORANDUM

To: Mayor and Commissioners
From: Charles Rudd, City Manager
Date: 2/26/25
Subject: Consideration of the Board to Authorize the Mayor to Sign a Letter Concerning FEMA to President Trump

Mayor Koulias received a request from Mayor Gattis, City of Belleair Beach, to sign a letter seeking assistance in securing relief for flood victims of Hurricane Helene and reforming FEMA policies that have placed unnecessary burdens on homeowners and municipalities. Congresswoman Luna has agreed to help. The letter will be from the Mayors of the Barrier Islands Government Council and surrounding Pinellas Municipalities.

Here is summary requests found in the letter:

1. The SDE Tool provided by FEMA is difficult to use and requires many hours to determine if you are substantially damaged. It is so problematic that the data is erroneous and often unusable. What communities need is a tool that is easier to use where homes only receive minor damage. I compare this to the IRS's 1040 long form vs the 1040EZ. This tool alone has delayed many people from returning to their homes when it was clear that they were nowhere near the 50% limit.
2. The 50% Rule in itself is a recipe for disaster. Many people in coastal and floodplain communities are retired, live on a fixed income, have homes with no mortgage, and may have dropped their flood insurance. With each year that passes, their home's (structures) value depreciates while the cost of repairs continues to rise. This makes it very easy to fall into that greater than 50% category even though they can afford to repair the damage with cash. We are requesting that the 50% Rule be increased to 75%.
3. FEMA's lookback period discount is not clearly defined. Belleair Beach recently changed its lookback period from 5 years to 1 and could not determine if it affected our flood insurance rates. Some communities have a zero-lookback period, which looks attractive, but what does it do long-term for the municipality? We are asking for a clear calculation of what a lookback period gets a community and how having more or fewer years is justifiable. We are also asking that the lookback period be fully reset for flood victims of Hurricane Helene.
4. Please Fast-Track FEMA reimbursements for Municipalities and Counties.

Requesting Authorization for the Mayor to Sign.

Barrier Islands Governmental Council (BIG-C)

Belleair Beach

Belleair Shore

Clearwater

Indian Rocks Beach

Indian Shores

Madeira Beach



North Redington Beach

Redington Beach

Redington Shores

St. Pete Beach

Treasure Island

February 12, 2025

The Honorable Donald J. Trump
President of the United States
The White House
1600 Pennsylvania Avenue NW
Washington, D.C. 20500

Subject: Urgent Request for Relief to Flood Victims of Hurricane Helene and Reform of FEMA Policies

Dear President Trump,

We, the undersigned **Mayors of the Barrier Islands Government Council** and **surrounding Pinellas Municipalities**, request your assistance in securing relief for flood victims of Hurricane Helene and reforming FEMA policies that have placed unnecessary burdens on homeowners and municipalities.

Many residents remain displaced due to FEMA's Substantial Damage Estimator (SDE) Tool, which is inconsistently applied and delays repair permits. Additionally, municipalities and counties that spent local tax dollars on emergency cleanup and repairs are waiting for FEMA reimbursements, straining local budgets. Instead of expediting disaster recovery, FEMA's policies have stalled rebuilding efforts.

While our focus is on Pinellas County, similar challenges impact flood-prone communities across the country. We urge your administration to take the following actions:

1. Streamline the Repair Permit Process

- The FEMA SDE Tool is causing unnecessary delays. We request an alternative, transparent method for qualifying homeowners for repair permits.
- **Broad Impact:** A **simplified SDE Tool** would reduce confusion and expedite rebuilding efforts.

2. Update the 50% Rule to Reflect Modern Costs

- The outdated 50% Rule forces unnecessary demolitions due to rising construction costs.
- We propose increasing the threshold to **75%** to allow more homeowners to repair rather than demolish.

- **Broad Impact:** Communities nationwide would benefit from valuation rules that reflect today's costs.

3. Clarify and Justify the Lookback Period, and Reset It for Helene Flood Victims

- Both homeowners and local governments struggle to understand FEMA's calculations on flood insurance discounts tied to the lookback period.
- If the lookback period serves a purpose, FEMA must **clearly outline a formula** showing what discount is applied.
- We request a **reset of the lookback period for Helene victims** to make recovery achievable and ensure affected homeowners are not unfairly penalized.
- **Broad Impact:** A transparent standard would reduce confusion and improve long-term recovery planning.

4. Fast-Track FEMA Reimbursements for Municipalities and Counties

- Local governments have spent tax dollars upfront for disaster response but are waiting for slow FEMA reimbursements.
- We request **expedited reimbursements** to prevent financial strain and ensure continued recovery efforts.
- **Broad Impact:** Faster payments would help communities continue to restore infrastructure and services with less delay.

FEMA's Unnecessary Burdens Must Be Addressed

Instead of expediting recovery, FEMA's policies are **delaying rebuilding, creating financial strain, and leaving communities vulnerable**. We urge your immediate intervention to remove these bureaucratic barriers.

A Nationwide Opportunity for Reform

By modernizing FEMA policies, your administration can:

- ☒ Speed up disaster recovery.
- ☒ Provide financial clarity on flood insurance policies.
- ☒ Prevent unnecessary demolitions due to outdated cost rules.
- ☒ Ensure timely reimbursements for municipalities managing disaster response.

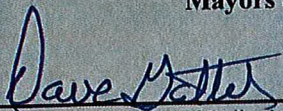
We invite you to **visit Pinellas County** to see the urgent need for action and work with us to implement solutions that support homeowners and communities.

Thank you for your leadership on this critical issue.

Sincerely,

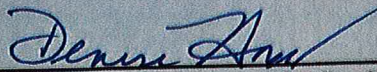
The Mayors of the Barrier Islands Government Council and surrounding Pinellas Municipalities

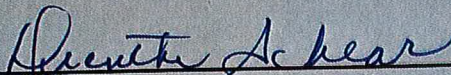
Mayors of the Barrier Islands Government Council

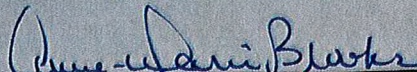

Dave Gattis – Mayor of Belleair Beach

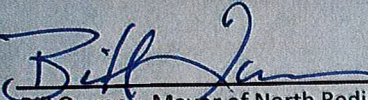
Steve Blume – Mayor of Belleair Shore

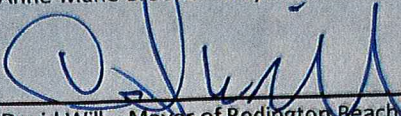
Bruce Rector – Mayor of Clearwater

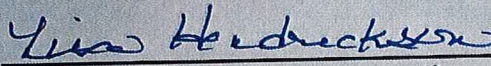

Denise Houseburg – Mayor of Indian Rocks Beach

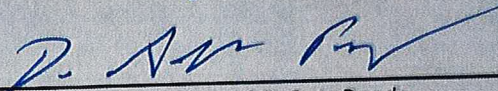

Diantha Schear – Mayor of Indian Shores

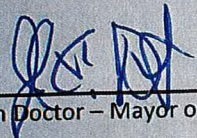

Anne-Marie Brooks – Mayor of Madeira Beach


Bill Queen – Mayor of North Redington Beach


David Will – Mayor of Redington Beach


Lisa Hendrickson – Mayor of Redington Shores


Adrian Petrila – Mayor of St. Pete Beach


John Doctor – Mayor of Treasure Island

Mayors of surrounding Pinellas Municipalities

_____	_____
_____	_____
_____	_____
_____	_____



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Bob Robertson, Director of Project Administration
Subject: Approve Change Order No. 2 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 (**Bob Robertson Project Administration Dept. Director**)

Recommendation

Approve Change Order No. 2 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 with Keystone Excavators, Inc. increasing the amount from \$4,886,031.20 to \$5,287,545.58 an increase of \$401,514.38 for the Public Works Department.

Background

On November 11, 2023, the Board awarded the contract. On September 17, 2024, the Board approved Change Order No. 1, increasing the contract value to \$4,886,031.20. The purpose of this project is to provide significant stormwater improvements along Grosse Avenue, from Tarpon Avenue to Live Oak Street, as well as new infrastructure on adjacent streets, including Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. The scope of work also includes replacing aging potable water lines, installing new sewer pipes, and reconstructing roadways and sidewalks.

During construction, unforeseen issues have arisen, requiring additional work. Many potable water and sanitary sewer pipes initially assumed to be in good condition were found to be deteriorated, necessitating their replacement to enhance water quality for local customers. The project is approximately 75% complete, with steady and satisfactory progress (see attached). This change order extends the final contract completion date by 53 calendar days, setting the new completion date for December 23, 2025.

Funding

Bid No. 230200-B-JL - Project No. SU2305		
402-4602-536.6300 (Water-Sewer Fund)	\$111,040.00	27.7%
406-4802-538.6300 (Stormwater Fund)	\$290,474.38	72.3%
Total	\$401,514.38	

Strategic Plan Objective

N/A



Project Administration Department

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

Memorandum

Date: March 11, 2025
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. # 230200-B-JL, Change Order No. 2

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$401,514.38** for the subject project, increasing the project cost from **\$4,886,031.20** to **\$5,287,545.58** as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also include replacing old potable water lines, and install new sewer pipe, and roadway and sidewalk reconstruction.

Construction on the project is approximately 75% complete and progress has been steady and satisfactory. Although the revised contract completion date is October 31, 2025, major construction work is expected to be complete by the end of this summer.

As has been well documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. Many potable water and sanitary sewer pipes that were assumed to be in good condition prior to construction are in poorer condition than expected, so that

infrastructure has been added to the project as well to improve water quality for local customers.

Most of the contract's Board-approved contingency has been used for many of the unforeseen items, but it is not sufficient to cover everything. Details of the proposed change order are included in the attached Change Order documentation. While we have done our best to estimate the extent of the currently projected additional services, some additional minor changes may be required in the future.

This change order increases contracted final completion time by 53 calendar days, extending the contract completion date to December 23, 2025.

Funding

Funding for this work will be provided in Project Number SU2305 through a combination of sources listed below. These figures and funding sources have been reviewed with the Finance Director.

402-4602-536.6300 (Water-Sewer Fund)	\$111,040.00	27.7%
406-4802-538.6300 (Stormwater Fund)	\$290,474.38	72.3%
Total	\$401,514.38	

CITY OF TARPON SPRINGS

CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	2
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		3/11/2025



TIME CHANGE



EXTRA WORK



CREDIT



OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:	<u>COST IMPACT</u>	<u>ADDITIONAL DAYS</u>
1. Additional labor and materials to cover grout and mortar repairs and adjustments needed for previously installed stormwater infrastructure including RCP pipe, associated stormwater structures, manholes. Please note that the City Stormwater Dept. is providing additional assistance to help reduce costs.	\$ 105,698.00	22 days
2. Value-added full replacement of existing clay lined sanitary sewer pipe, with new 8-inch PVC, manholes, and associated laterals along the length of Grosse Avenue, from Cypress Ave to slightly south of Orange Street (approx. 950 feet)	\$ 222,080.12	31 days
3. Synchronization and reconciliation of stormwater infrastructure estimated bid quantities with field-verified construction quantities	\$ 137,705.93	N/A
4. Credit of Change Order #1 from unused fund balance	\$ (42,960.24)	N/A
5. Relocate Storm Sewer on Grosse Ave (Design Credit)	\$ (21,009.43)	N/A
6. Relocate Grosse Ave. Storm Sewer (Additional Est. Construction Costs)	\$ 120,000.00	N/A
7. Relocate Grosse Ave. Storm Sewer (Credit for Add'l Construction Costs)	\$ (120,000.00)	N/A

Net Change Order	\$ 401,514.38	53 days
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Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please note that the project's remaining contingency balance has been left untouched for this Change Order. Retaining the remaining current contingency reserves is prudent as additional service authorizations are anticipated to be needed prior to project closeout. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE + Change Order #1)	\$ 4,886,031.20
The Contract Sum will be _____ increased _____ by this Change Order	\$ 401,514.38
The new Contract Sum including this Change Order #2 will be	\$ 5,287,545.58

The Original Contract Contingency Sum	\$ 200,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#7)	\$ 176,843.93
Remaining Contingency Balance	\$ 23,156.07

The Final Completion Milestone prior to this Change Order was October 31, 2025
The Time for the Final Completion Milestone will be _____ increased _____ by 53 days
The Final Completion Milestone as of this Change Order is therefore December 23, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 2 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director	DATE
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Tom Funcheon, Public Works Department Director	DATE
--	------

Charles Rudd, City Manager, City of Tarpon Springs	DATE
--	------

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*
DATE: 09/17/2024
SUBJECT: Approve Change Order No. 1 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

RECOMMENDATION:

Approve Change Order No. 1 to Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 with Keystone Excavators, Inc. increasing the amount from \$4,599,264.20, to \$4,886,031.20 an increase of \$286,767.00 for the Public Works Department.

BACKGROUND:

On November 11, 2023, the Board awarded the contract. The purpose of this change order is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also includes replacing old potable water lines, install new sewer pipes, and roadway and sidewalk reconstruction. The project is approximately 65% complete and expected to be completed Summer 2025.

FUNDING: Bid No. 230200-B-JL - Project No. SU2305

402-4302-536.6300 (Water Supply)	\$11,470.68	4%
402-4602-536.6300 (Sewage Collection)	\$11,470.68	4%
406-4802-538.6300 (Stormwater)	\$263,825.64	92%
Total	\$286,767.00	

Accepted by: 
City Manager

Attest: 
City Clerk





Project Administration Department

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

Memorandum

Date: September 17, 2024
To: Janina Lewis, Procurement Service Director
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2
Contract No. # 230200-B-JL, Change Order No. 1

Recommendation

Board of Commissioners approval for the City Manager to execute a change order to the subject contract is requested in the amount of **\$286,767.00** for the subject project, increasing the project cost from **\$4,599,264.20** to **\$4,886,031.20** as described herein.

Background and Summary

The purpose of the project is to provide major stormwater improvements on Grosse Avenue from Tarpon Avenue to Live Oak Street, including new infrastructure on adjacent streets such as Spruce Street, Pine Street, Cypress Street, and Tarpon Avenue. Work also include replacing old potable water lines, and install new sewer pipe, and roadway and sidewalk reconstruction.

Construction on the project is approximately 65% complete and progress has been steady and satisfactory. The project is expected to be complete by Summer 2025.

As has been well documented, the City is working with a second contractor after the first contractor abandoned the project. The new contractor based their bid on quantities and work efforts that City staff and the City's Engineer of Record estimated based on the work that appeared to be completed by the previous contractor. Much of the estimating was speculative since much of the work was underground and would require extensive and expensive excavation to fully assess status of the work completed to date.

During construction, many items have been discovered that require additional and unexpected work. The largest cost impact has been the need to excavate previously installed large infrastructure and to replace much of it. Additionally, many potable water pipes that were assumed to be in good condition prior to construction are in poorer condition than expected, so that infrastructure has been added to the project as

well to improve water quality for local customers. Finally, there has been some cost impact of required ground stabilization material quantities that were required because of the temporary asphalt ("chip seal") surface that was placed over the roadway during the long (nearly 2-year) litigation period with the previous contractor and their surety agency.

Most of the contract's Board-approved contingency has been used for many of the unforeseen items, but it is not sufficient to cover everything. Details of the proposed change order are included in the attached Change Order documentation. While we have done our best to estimate the extent of the currently projected additional services, some additional changes may be required in the future.

This change order does not affect the contracted final completion date of September 14, 2025.

Funding

Funding for this work will be provided in Project Number SU2305 through a combination of sources listed below. These figures have been reviewed with the Finance Director.

402-4302-536.6300 (Water Supply)	\$11,470.68	4%
402-4602-536.6300 (Sewage Collection)	\$11,470.68	4%
406-4802-538.6300 (Stormwater)	\$263,825.64	92%
Total	\$286,767.00	

CITY OF TARPON SPRINGS CHANGE ORDER

CONTRACT:	Pent St. & Grosse Ave. Drainage & Roadway Improvements	Change Order NO.:	1
CONTRACTOR:	Keystone Excavators, Inc.	BID NO:	230200-B-JL
	371 Scarlet Boulevard Oldsmar, FL 34677	PROJECT NO:	SU2305
	Project Purchase Order # 240182	FINAL NTP DATE:	2/1/2024
	<u>Date of this Change Order</u>		9/17/2024

☐ TIME CHANGE	☒ EXTRA WORK	☐ CREDIT	☐ OTHER
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The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto **pending approval by the City Board of Commissioners.**

DESCRIPTION OF CHANGE:	<u>COST IMPACT</u>	<u>ADDITIONAL DAYS</u>
Additional labor and materials to cover miscellaneous project items that quantities have been exceeded due to previous contractor's deficiencies, re-inspection and needed re-work (e.g. excavation, road base & stabilization, concrete aggregate, utility fixtures, etc.)	\$146,840.00	N/A
Maintenance of traffic revisions and associated extensions due to additional work.	\$ 13,197.00	N/A
Additional labor and materials for reinforced concrete ditch pavement	\$ 47,775.00	N/A
Additional labor and materials for additional 6-inch sanitary sewer laterals	\$ 32,700.00	N/A
Hurricane Debby and utility related construction delays encountered (potentially eligible for partial FEMA reimbursement)	\$ 46,255.00	N/A

Net Change Order	\$286,767.00	0 days
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Note: Change Orders are subject to Board of Commissioners approval. It is understood that by acceptance of this Change Order and pending subsequent approval by the City Board of Commissioner that the CONTRACTOR is hereby authorized and directed to make the changes described herein to the above Contract, in accordance with all applicable requirements. Please note that the project's remaining contingency balance has been left untouched for this Change Order. Retaining the remaining current contingency reserves is prudent as additional service authorizations are anticipated to be needed prior to project closeout. Please see below cost breakdown.

The Original Contract Sum (TOTAL BID PRICE)	\$ 4,599,264.20
The Contract Sum will be <u>increased</u> by this Change Order	\$ 286,767.00
The new Contract Sum including this Change Order will be	\$ 4,886,031.20

The Original Contract Contingency Sum	\$ 200,000.00
Total Value of Prior Contingency Authorizations (ASA#1 → ASA#5)	\$ 151,027.43
Remaining Contingency Balance	\$ 48,972.57

The Final Completion Milestone prior to this Change Order was September 14, 2025
The Time for the Final Completion Milestone will be unchanged by N/A days
The Final Completion Milestone as of this Change Order is therefore September 14, 2025

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous Change Orders, if applicable, is hereto otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. 1 to the contract described above has been executed by the parties hereto or their duly authorized representatives.

CITY: CITY OF TARPON SPRINGS FLORIDA

Robert Robertson, P.E. Project Administration Dept. Director DATE

Tom Funcheon, Public Works Department Director DATE

Mark LeCouris, City Manager, City of Tarpon Springs DATE

November 7, 2023
Date of original BOC contract approval

CONTRACTOR:

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____



CITY OF TARPON SPRINGS, FL

Procurement Services

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

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
DATE: 11/07/2023
SUBJECT: Award Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

RECOMMENDATION:

Award Bid No. 230200-B-JL Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2 to Keystone Excavators, Inc. in amount not to exceed \$4,599,264.20, which includes the acceptance of Additive Alternatives 1, 2, & 3, and a contingency amount of \$200,000, for the Public Works Department.

BACKGROUND:

This project was initially awarded by the Board in 2020, under ITB No. 200100-B-JJ to American Pipeline Construction, LLC (American) in the amount of \$3,205,757.50. On May 25, 2022, the company was terminated for default with the contractor finishing approximately 40% of the project and Frankenmuth Surety, the bonding company took over the contract. After two bid opportunities, it was evident Frankenmuth could not complete the contract at the price of the bond. Inflation and material costs affected the original price of the contract. The City then took the project back from Frankenmuth after receiving a \$1.05M settlement payment and re-bid the project. The project consists of construction of stormwater ponds, stormwater conveyance systems, potable water utility replacement/upgrades, wastewater utility replacement/upgrades, landscaping, and roadway repair and reconstruction in the Grosse Avenue corridor between Tarpon Avenue and the Anclote River at Live Oak Street. The project is part of the Southwest Florida Water Management District Cooperative Funding Initiative project (Project

Number A053) (see attached memo). The project is anticipated to be substantially complete within eighteen (18) months from Notice to Proceed.

Keystone Excavators, Inc. has performed projects for the City in the past and completed them satisfactorily.

FUNDING:

Settlement Fund (Surety)	\$ 1,050,000.00
ARPA Fund ¹	\$ 1,640,536.00
Remaining SWFWMD grant funding	\$ 832,795.85
Remaining City Project Encumbrance (Water/Sewer Funds) ²	\$ 177,629.08
Remaining City Project Encumbrance (Stormwater Funds) ²	\$ 428,362.95
Additional ARPA Funds ³	\$ 469,940.32
Total Available Funds	\$ 4,599,264.20

Accepted by: _____

City Manager

Attest: _____

City Clerk



Tabulation of Submittals
For
Bid No. 230200-B-JL
PENT ST. & GROSSE AVE. DRAINAGE & ROADWAY
IMPROVEMENTS – PART 2
Friday, October 20, 2023 @ 3:00 p.m.

Keystone Excavators, Inc Oldsmar, FL	\$4,599,264.20
Kamminga & Roodvoets, Inc. Tampa, FL	\$5,822,735.98

Broadcast: 880 Plan holders: 30 Responses: 2

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



Project Administration Department

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

Memorandum

Date: November 7, 2023
To: Mark LeCouris, City Manager
From: Bob Robertson, P.E. Project Administration Department Director
Subject: Award File IFB # 230200-B-JL Pent Street & Grosse Avenue Drainage & Roadway Improvements Project, Part 2

Recommendation

Board of Commissioners approval of a construction for the subject project to Keystone Excavators Inc. is requested in the amount of **\$4,599,264.20**.

Summary

Competitive bids were received for the subject project. The low bidder is an experienced contractor that has completed or is currently working on several similar projects for the City. Work on these projects has been satisfactory.

The project work is extensive and consists of construction of stormwater ponds, stormwater conveyance systems, potable water utility replacement/upgrades, wastewater utility replacement/upgrades, landscaping, and roadway repair and reconstruction in the Grosse Avenue corridor between Tarpon Avenue and the Anclote River at Live Oak Street.

Funding

Proposed funding of the remaining project work is through a combination of sources listed below. These figures have been reviewed with the Finance Director and the City Manager.

Settlement Fund (Surety)	\$ 1,050,000.00
ARPA Fund ¹	\$ 1,640,536.00
Remaining SWFWMD grant funding	\$ 832,795.85
Remaining City Project Encumbrance (Water/Sewer Funds) ²	\$ 177,629.08
Remaining City Project Encumbrance (Stormwater Funds) ²	\$ 428,362.95
Additional ARPA Funds ³	\$ 469,940.32
Total Available Funds	\$ 4,599,264.20

Notes:

1. BOC Approved 4-25-2023.
2. BOC-Approved as part of the original contract award and project budget. These funds have been previously encumbered and are available for this project.
3. Funds to be transferred from the ARPA allocation for Sponge Docks Flooding Abatement Project (vault pump station) temporarily and to be replenished from annual interest earned from currently reserved (unspent) ARPA fund balance.

PART D

BID FORMS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

☒	Bid Form
☒	Bid Schedule
☒	Bid Bond
☒	Reference Form
☒	Drug Free Workplace Form
☒	No-Collusion Affidavit

BID FORM

BID No. 230200-B-JL

Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2

BIDDER KEYSTONE EXCAVATORS, INC.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>8/28</u>	<u>1</u>	<u>10/09</u>	<u>5</u>
<u>9/5</u>	<u>2</u>	_____	_____
<u>9/11</u>	<u>3</u>	_____	_____
<u>9/19</u>	<u>4</u>	_____	_____

- b. Bidder **has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing** of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- e. **Bidder is aware of the general nature of Work** to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any

ITB#230200-B-JL/Addendum-4 Attachment- Bid form/2023.09.15

group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

- g. The Contractor agrees to maintain the below bid prices for the entire contract period and NO escalation of bid prices will be allowed throughout the entire contract period.
2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE:

FOUR MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS AND TWENTY CENTS.

(Words)

(\$ 4,483,864.20)

(Numbers)

Add Alts	Words	Numbers
Add Alt 1	<u>FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS</u>	<u>58,400.00</u>
Add Alt 2	<u>TWENTY-FIVE THOUSAND DOLLARS</u>	<u>25,000.00</u>
Add Alt 3	<u>THIRTY-TWO THOUSAND DOLLARS</u>	<u>32,000.00</u>
Add Alt 4	<u>N/A</u>	<u>—</u>

TOTAL BASE BID + ADD ALTS CONTRACT PRICE:

FOUR MILLION FIVE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND TWENTY CENTS

(Words)

(\$ 4,599,264.20)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within 18-months (548) calendar days after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

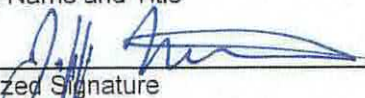
Bidder: KEYSTONE EXCAVATORS, INC

Address: 371 SCARLET BLVD., OLDSMAR, FL 34677

City OLDSMAR State FL Zip 34677

Phone No.: 813-854-2342 Fax No: 813-854-2993 Email: MARCUS@KEYSDIGEXCAVATORS.COM

JEFF TRUXTON, PRESIDENT
Printed Name and Title


Authorized Signature

10/09/2023
Date

BID SCHEDULE: GROSSE AVENUE AND PENT STREET DRAINAGE AND ROADWAY IMPROVEMENTS

9/13/2023

Bidder: KeyStone Excavators, Inc.

Date: 10/19/2023

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (0-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
0101 1	MOBILIZATION	LS	1.00	0.00	1.00	\$ 393,000.00	\$ 393,000.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1.00	0.00	1.00	\$ 230,000.00	\$ 230,000.00
0104 10 3	SEDIMENT BARRIER	LF	3,694.00	0.00	3,694.00	\$ 2.75	\$ 10,158.50
0104 11	FLOATING TURBIDITY BARRIER	LF	140.00	140.00	140.00	\$ 35.00	\$ 4,900.00
0104 18	INLET PROTECTION SYSTEM	EA	26.00	0.00	26.00	\$ 276.00	\$ 7,150.00
0110 1 1	CLEARING & GRUBBING	AC	6.95	0.50	6.45	\$ 6,500.00	\$ 42,120.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2,265.00	738.89	1,526.11	\$ 27.00	\$ 41,204.97
0110 7 1	MAILBOX, F&I SINGLE	EA	19.00	0.00	19.00	\$ 250.00	\$ 4,750.00
0120 1	REGULAR EXCAVATION	CY	14,651.00	9,989.28	4,661.72	\$ 16.00	\$ 74,587.52
0120 6	EMBANKMENT	CY	768.00	197.00	571.00	\$ 14.00	\$ 7,994.00
0160 4	TYPE B STABILIZATION	SY	7,188.00	4,937.80	2,250.20	\$ 16.00	\$ 36,003.20
285701	OPTIONAL BASE, BASE GROUP 01	SY	71.00	0.00	71.00	\$ 100.00	\$ 7,100.00
0327 70 5	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	511.00	0.00	511.00	\$ 30.00	\$ 15,330.00
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	562.30	102.00	460.30	\$ 415.00	\$ 191,024.50
0400 4 1	CONCRETE CLASS IV, CULVERTS	CY	79.00	0.00	79.00	\$ 2,535.00	\$ 200,265.00
0415 1 1	REINF STEEL, ROADWAY	LB	9,805.00	0.00	9,805.00	\$ 1.75	\$ 17,158.75
0520 2 4	CONCRETE CURB, TYPE D	LF	4,463.00	420.00	4,043.00	\$ 53.50	\$ 216,300.50
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,631.00	38.89	1,592.11	\$ 95.00	\$ 151,250.45
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 8" THICK	SY	511.00	81.56	429.44	\$ 126.50	\$ 54,324.16
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	1.00	1.00	0.00	Completed, No Bid	
0524 1 29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	SY	91.00	91.00	0.00	Completed, No Bid	
0527 2	DETECTABLE WARNINGS	SF	261.00	0.00	261.00	\$ 40.00	\$ 10,440.00
0550 10220	FENCING, TYPE B, 5.1-8.0, Black vinyl	LF	150.00	0.00	150.00	\$ 71.50	\$ 10,725.00
0550 10225	FENCING, TYPE B, 5.1-8.0, RESET EXISTING	LF	125.00	125.00	0.00	Completed, No Bid	
0550 60222	FENCE GATE, TYPE B, DOUBLE, 8.1-12.0' OPENING	EA	1.00	1.00	0.00	Completed, No Bid	
0570 1 2	PERFORMANCE TURF, 30D	SY	20,645.00	2,614.11	18,030.89	\$ 10.00	\$ 180,308.90
0425 2 61	MANHOLES, P-8, <10'	EA	2.00	0.00	2.00	\$ 7,800.00	\$ 15,600.00
0425 2 82	MANHOLES, P-8, >10'	EA	1.00	0.00	1.00	\$ 11,000.00	\$ 11,000.00
0425 2 91 - A	MANHOLES, J-8, <10' -- Install one (1) stored units	EA	4.00	2.00	1.00	\$ 6,200.00	\$ 6,200.00
0425 2 91 - B	MANHOLES, J-8, <10' -- Furnish and install one (1) additional	EA	4.00	2.00	1.00	\$ 9,200.00	\$ 9,200.00
0425 2 92	MANHOLES, J-8, >10'	EA	4.00	2.00	2.00	\$ 68,500.00	\$ 137,000.00
0425 1351 - A	INLETS, CURB, TYPE P-5, <10' -- Install two (2) stored units	EA	4.00	1.00	1.00	\$ 11,750.00	\$ 11,750.00
0425 1351 - B	INLETS, CURB, TYPE P-5, <10' -- Furnish and install one (1) additional	EA	15.00	5.00	5.00	\$ 9,200.00	\$ 46,000.00
0425 1361 - A	INLETS, CURB, TYPE P-8, <10' -- Install five (5) stored units, all five (5) need inlet tops	EA	15.00	5.00	5.00	\$ 12,350.00	\$ 61,750.00
0425 1361 - B	INLETS, CURB, TYPE P-8, <10' -- Furnish and install five (5) additional	EA	2.00	1.00	1.00	\$ 12,000.00	\$ 12,000.00
0425 1451	INLETS, CURB, TYPE J-5, <10'	EA	1.00	0.00	1.00	\$ 19,800.00	\$ 19,800.00
0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1.00	1.00	1.00	\$ 9,200.00	\$ 9,200.00
0425 1461 - A	INLETS, CURB, TYPE J-8, <10' -- Install one (1) stored unit, needs inlet top	EA	4.00	1.00	2.00	\$ 9,800.00	\$ 19,600.00
0425 1461 - B	INLETS, CURB, TYPE J-8, <10' -- Furnish and install two (2) additional	EA	1.00	0.00	1.00	\$ 6,650.00	\$ 6,650.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1.00	1.00	0.00	Completed, No Bid	
0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	2.00	0.00	2.00	\$ 12,750.00	\$ 25,500.00
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1.00	1.00	0.00	Completed, No Bid	
0430982120	MITERED END SECTION, OPTIONAL ROUND, 8" CD	EA	1.00	0.00	1.00	\$ 2,500.00	\$ 2,500.00
0430982129 - B	MITERED END SECTION, OPTIONAL ROUND, 24" CD, INSTALL STORED MES PIPE	EA	1.00	0.00	1.00	\$ 9,500.00	\$ 9,500.00
0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	1.00	0.00	1.00	\$ 13,875.00	\$ 13,875.00
0430175118 - A	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SCD, F&I	LF	131.00	56.00	75.00	\$ 145.00	\$ 4,840.00
0430175118 - B	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SCD, INSTALL STORED PIPE	LF	32.00	0.00	32.00	\$ 225.00	\$ 51,975.00
0430175124 - A	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SCD, F&I	LF	283.00	52.00	231.00	\$ 225.00	\$ 51,975.00

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (D-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
0430175124 - B	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/C/D, INSTALL STORED PIPE	LF	32.00	0.00	32.00	\$ 165.00	\$ 5,280.00
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/C/D	LF	473.00	0.00	473.00	\$ 270.00	\$ 127,710.00
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/C/D	LF	371.00	136.00	235.00	\$ 340.00	\$ 79,900.00
0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/C/D	LF	480.00	0.00	480.00	\$ 485.00	\$ 232,800.00
0430175148 - A	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/C/D	LF	129.00	95.00	34.00	\$ 600.00	\$ 38,400.00
0430175148 - B	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/C/D, INSTALL STORED PIPE	LF	58.00	0.00	58.00	\$ 400.00	\$ 22,400.00
0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54" S/C/D, F&I	LF	164.00	164.00	0.00	Completed, No Bid	
0430175160 - A	PIPE CULVERT, OPT MATERIAL, ROUND, 60" S/C/D, F&I	LF	959.00	959.00	0.00	Completed, No Bid	
0430175160 - B	PIPE CULVERT, OPT MATERIAL, ROUND, 60" S/C/D, INSTALL STORED PIPE	LF	24.00	0.00	24.00	\$ 400.00	\$ 9,600.00
0430175248 - B	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 48" S/C/D, INSTALL STORED PIPE	LF	85.00	0.00	85.00	\$ 400.00	\$ 34,000.00
0430175254 - A	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54" S/C/D, F&I	LF	109.00	90.00	19.00	\$ 985.00	\$ 18,715.00
0430175272 - A	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54" S/C/D, INSTALL STORED PIPE	LF	272.00	0.00	272.00	\$ 560.00	\$ 152,320.00
0430175272 - B	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 72" S/C/D, F&I	LF	365.00	365.00	0.00	Completed, No Bid	
0530 3 3	RIPRAP, RUBBLE, BANK AND SHORE	TN	52.30	0.00	52.30	\$ 300.00	\$ 15,690.00
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	13.40	0.00	13.40	\$ 360.00	\$ 4,824.00
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	1.00	0.00	1.00	\$ 300.00	\$ 300.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	17.00	0.00	17.00	\$ 75.00	\$ 1,275.00
0700 1 60	SINGLE POST SIGN, REMOVE	AS	1.00	0.00	1.00	\$ 55.00	\$ 55.00
0711 1 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR STOP LINE AND CROSSWALK	LF	180.00	0.00	180.00	\$ 9.00	\$ 1,620.00
0711 1 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	85.00	0.00	85.00	\$ 18.00	\$ 1,530.00
SPECIAL - 1	CONCRETE CURB, TYPE A P.C.E.D. 1305	LF	1,422.00	40.00	1,382.00	\$ 60.00	\$ 82,920.00
SPECIAL - 2	CONCRETE HEADER FOR BRICK TO ASPHALT TRANSITION	LF	57.05	0.00	57.05	\$ 160.00	\$ 9,128.00
SPECIAL - 3	0" RECYCLED CONCRETE AGGREGATE	SY	6,944.00	318.86	6,625.14	\$ 37.50	\$ 247,442.75
SPECIAL - 4	10" RECYCLED CONCRETE AGGREGATE	SY	84.00	0.00	84.00	\$ 97.00	\$ 8,148.00
SPECIAL - 5	BRICK PAVEMENT REMOVAL	SY	596.00	596.00	0.00	\$ 90.00	\$ 53,640.00
SPECIAL - 6	BRICK PAVEMENT INSTALLATION (REUSE EXISTING IN-SITU BRICK)	SY	30.00	0.00	30.00	\$ 100.00	\$ 3,000.00
SPECIAL - 7	BRICK PAVEMENT INSTALLATION (CITY SUPPLIED BRICK FROM STORAGE)	SY	603.00	0.00	603.00	\$ 100.00	\$ 60,300.00
0430830	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	27.50	0.00	27.50	\$ 450.00	\$ 12,375.00
1050 31206	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	482.00	186.00	296.00	\$ 73.00	\$ 21,598.00
1050 31208 - A	UTILITY PIPE, PVC, SEWER, 8" - install only - City to Furnish Pipe	LF	488.00	0.00	488.00	\$ 100.00	\$ 48,800.00
1050 31208	UTILITY PIPE, F&I, PVC, WATER, 8"	LF	2,849.00	700.00	2,149.00	\$ 80.00	\$ 171,920.00
1050 16003	UTILITY PIPE, REMOVE & DISPOSE, 5-7.9"	LF	599.00	140.00	459.00	\$ 20.00	\$ 9,180.00
1080 24106	UTILITY FIXTURES, VALVE ASSEMBLY, F&I 6"	EA	19.00	8.00	11.00	\$ 3,200.00	\$ 35,200.00
1080 24108	UTILITY FIXTURES, VALVE ASSEMBLY, F&I 8"	EA	16.00	8.00	8.00	\$ 4,500.00	\$ 36,000.00
164411408	FIRE HYDRANT, STANDARD, F&I, 2 WAY, FLUSH TYPE, 1 HOSE, 1 PUMPER, 6"	EA	5.00	0.00	5.00	\$ 8,300.00	\$ 41,500.00
SPECIAL - 8	FIRE HYDRANT ASSEMBLY, REMOVE	LS	1.00	0.00	1.00	\$ 1,500.00	\$ 1,500.00
SPECIAL - 9	UTILITY FIXTURES, TEMP. BLOWOFF ASSEMBLY, F&I 6"	EA	3.00	1.00	2.00	\$ 1,325.00	\$ 2,650.00
SPECIAL - 10	UTILITY FIXTURES, VALVE/METER BOX, F&I 2"	EA	26.00	12.00	14.00	\$ 2,450.00	\$ 34,300.00
SPECIAL - 11	UTILITY FIXTURES, SAMPLING POINT/CHLORINE INJECTION	LS	1.00	1.00	0.00	Completed, No Bid	
SPECIAL - 12	UTILITY FIXTURES, TAPPING SADDLE/SLEEVE, F&I 8"	EA	1.00	0.00	1.00	\$ 8,250.00	\$ 8,250.00
SPECIAL - 13	UTILITY FIXTURES - MISC	LS	1.00	0.15	0.85	\$ 55,000.00	\$ 46,750.00
SPECIAL - 14	UTILITY FIXTURES - CUT & CAP	EA	1.00	1.00	0.00	Completed, No Bid	
SPECIAL - 15	UTILITY FIXTURES - TEE, 8" x 6"	EA	21.00	10.00	11.00	\$ 1,285.00	\$ 14,135.00
SPECIAL - 16	UTILITY FIXTURES - TEE, 8" x 8"	EA	2.00	2.00	0.00	Completed, No Bid	
SPECIAL - 17	UTILITY FIXTURES - CROSS, 8" x 6"	EA	1.00	0.00	1.00	\$ 1,285.00	\$ 1,285.00
SPECIAL - 18	UTILITY FIXTURES - 45 DEGREE BEND	EA	15.00	6.00	9.00	\$ 675.00	\$ 6,075.00
SPECIAL - 19	UTILITY FIXTURES - 22.5 DEGREE BEND	EA	12.00	6.00	6.00	\$ 675.00	\$ 4,050.00
SPECIAL - 20	UTILITY FIXTURES - 11.25 DEGREE BEND	EA	2.00	0.00	2.00	\$ 675.00	\$ 1,350.00
SPECIAL - 21	SEWER MANHOLE, ADJUST RIM	LS	1.00	0.00	1.00	\$ 2,500.00	\$ 2,500.00
SPECIAL - 22	SEWER MANHOLE, TYPE I	EA	3.00	0.00	3.00	\$ 12,500.00	\$ 37,500.00
SPECIAL - 23	CONTINGENCY (Do not change amount)	EA	1.00	0.00	1.00	\$ 200,000.00	\$ 200,000.00
SPECIAL - 24	CONCRETE CURB, HEADER P.C.E.D. 1305	LF	315.00	0.00	315.00	\$ 57.00	\$ 17,955.00
SPECIAL - 25	INSTALL SHOCK PAD UNDER BIKE TRAIL, (17 FT X 20 FT X 6-INCH DEEP), SEE PLAN SHEET 18	SY	38.00	0.00	38.00	\$ 575.00	\$ 21,850.00
Defect Remedy - 1	Remove and dispose four off-spec sections of installed box culvert (original materials rejected). Installation for new material accounted for in base bid items 0400_4_1 and 0415_1_1	LS	1.00	0.00	1.00	\$ 19,000.00	\$ 19,000.00
Defect Remedy - 2	Remove and dispose of off-spec structure S-24 and associated RCP as marked on plans	LS	1.00	0.00	1.00	\$ 8,750.00	\$ 8,750.00
Defect Remedy - 3	Remove and dispose of structure S-38	LS	1.00	0.00	1.00	\$ 8,750.00	\$ 8,750.00
Defect Remedy - 4	Locate and repair leaking RCP between existing S-36 to S-38	LS	1.00	0.00	1.00	\$ 15,000.00	\$ 15,000.00
Defect Remedy - 5	Regrade and replace +/- 3-ft high block wall between 111+90 to 114+70 minus driveways. Repair damaged wall at 313 N Grosse.	LS	1.00	0.00	1.00	\$ 32,500.00	\$ 32,500.00
Defect Remedy - 6	Remove and replace additional damaged sidewalk throughout project in addition to base bid	SY	250	0.00	250.00	\$ 126.50	\$ 31,625.00
Defect Remedy - 7	Remove and replace additional damaged driveways throughout project in addition to base bid	SY	120	0.00	120.00	\$ 126.50	\$ 15,180.00
Subtotal:							\$ 4,483,864.20

Additive Alternates

Bid Item No.	Description	Unit	Total Contract Estimated Quantity	Estimated Installed to Date	Estimated Remaining Quantity (D-E)	Bidder's Unit Rate	Bidder's Item Total Cost (F x H)
Alt 1	Clean and dispose of sediments in existing storm drain infrastructure (based on 60-inch avg diameter)	LF	1,600	0.00	1,600.00	\$ 36.50	\$ 58,400.00
Alt 2	Video inspection of existing storm drain infrastructure	LS	1.00	0.00	1.00	\$ 25,000.00	\$ 25,000.00
Alt 3	Landscaping pond 2, pond 3, and corner of Spruce/Grosse in accordance with Plan Sheet Number 95-99	LS	1.00	0.00	1.00	\$ 32,000.00	\$ 32,000.00
Alt 4	Full depth reclamation (FDR) paving method versus planned standard roadway installation. Bid shall be presented as a net cost and shall include deduction for base materials as compared to standard roadway construction.	LS	1.00	0.00	1.00		
Subtotal:							\$ 115,400.00

GRAND TOTAL: \$ 4,599,264.20

1 Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Keystone Excavators, Inc., 371 Scarlet Blvd., Oldsmar, FL 34677

(Name and Address of Company)

(hereinafter called "Principal") and The Ohio Casualty Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Five Percent (5%) of Amount Bid Dollars (\$ 5% of Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

**Pent St. & Grosse Ave. Drainage & Roadway Improvements – Part 2
Bid No. 230200-B-JL**

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

Keystone Excavators, Inc.

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its
President _____ under its corporate seal, and
the said The Ohio Casualty Insurance Company _____ as "Surety" herein, has caused these
presents to be signed in its name by its Attorney-in-fact _____ under its corporate seal, the
6th day of October _____, 2023.

NAME OF COMPANY: Keystone Excavators, Inc.

By: _____

(Signature)

Jeffery C. Truxton

(Please Print or Type Name)

President

(Title)

SEAL

ATTEST: _____

(Signature)

The Ohio Casualty Insurance Company

Surety Name

Attorney-in-Fact

Warren M. Shrum, Jr.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208239-975068**

SURETY

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Warren M. Shrum, Jr.; Warren M. Shrum, III

all of the city of Palm Harbor state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 05th day of July, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company

Name: KEYSTONE EXCAVATORS, INC

Length Of Time Company Has Been In

Business: 39 YEARS

Business

Address: 371 SCARLET BLVD., OLDSMAR, FL 34677

How Long In Present

Location: 29 YEARS

Telephone Number: 813-854-2342 Fax Number: 813-854-2993 Email: _____

MARCUS@KEYSTONEEXCAVATORS.COM

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE
SIMILAR IN SCOPE AND DOLLAR AMOUNT TO THIS PROJECT:

- | | |
|--|---|
| 1. <u>CITY of CLEARWATER</u>
<u>ENGINEERING DEPT</u>
Company | 2. <u>CITY of MADEIRA BEACH</u>
Company |
| <u>100 S. MYRTLE AVE, SUITE 220</u>
Address | <u>100 MUNICIPAL DRIVE</u>
Address |
| <u>727-562-4758</u>
Telephone/Email | <u>727-543-8154</u>
Telephone/Email |
| <u>TIM KURTZ</u>
Contact | <u>MEGAN WEBER</u>
Contact |
| 3. <u>PINELLAS COUNTY PUBLIC WORKS</u>
Company | 4. <u>CITY of SAFETY HARBOR</u>
Company |
| <u>22211 US HWY 19 N., BLDG 16</u>
Address | <u>750 MAIN STREET</u>
Address |
| <u>727-464-8880</u>
Telephone /Email | <u>727-724-1555 EXT 1706</u>
Telephone/Email |
| <u>JOE BOGGS</u>
Contact | <u>MICHELLE GIULIANI</u>
Contact |

DRUG FREE WORKPLACE FORM

**PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
UNDER SECTION 287.087, FLORIDA STATUTES.**

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM
COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

Printed Name and Title: JEFF TRUXTON, PRESIDENT

Authorized Signature: 

NO-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

JEFF TRUXTON being first duly sworn deposes and says that:

BIDDER is the OWNER of KEYSTONE EXCAVATORS, INC.

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Subscribed and sworn to before me this 9th day of OCTOBER, 2023.

Personally known ☒ OR Produced identification ☐ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: Nancy Herg James





CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

(727) 942-5615

Fax (727) 937-1766

August 28, 2023

BID #230200-B-JL

Pent-Grosse Ave Stormwater Project – part 2

ADDENDUM 1

The following information is provided:

Due to the upcoming change in weather conditions, the **NON-Mandatory Pre-Bid** will be Rescheduled. The Pre-Bid meeting currently set for August 31, 2023 at 0900, is cancelled.

A new addendum will be issued when a new date and time is set.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 1



CITY OF TARPON SPRINGS, FL

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

September 5, 2023

BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – Part 2
ADDENDUM 2

The following Information is provided:

The Question-and-Answer period has been extended to September 15, 2023.

The submittal Due Date has changed:

FROM: September 19, 2023/ 3:00 pm Local

TO: October 10, 2023/ 3:00 pm Local

The NON-MANDATORY Pre-Bid has been rescheduled to:

September 12, 2023

Time: 11:00 am

324 E Pine Street

City Hall, 2d Floor Conference Room

Tarpon Springs, FL 34689

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 2
230200-B-JL



CITY OF TARPON SPRINGS, FL

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

September 11, 2023

**BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – Part 2
ADDENDUM 3**

The following Information is provided:

An updated copy of the Southwest Florida Water Management District (SWFMD) Permit is attached and updated for 2023.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 3
230200-B-JL



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street

P.O. Box 5004

Tarpon Springs, Florida 34688-5004

(727) 942-5615

Fax (727) 937-1766

September 19, 2023

BID #230200-B-JL

Pent-Grosse Ave Stormwater Project – Part 2

ADDENDUM 4

The following Information is provided:

An updated Bid Schedule and Bid Form have been added to this solicitation and addendum. These sheets will be required to be submitted with your bid.

Questions:

Q1: What are the approximate lengths, sizes and type of the pipes to be installed on the project?

A1: See plans and specifications

Q2: Are there any portions of the project that will need to be Bored?

A2: See plans and specifications

Q3: Are the crossings to be Jack & Bored or Directionally Bored?

A3: While these methods may have some advantages in certain locations, means and methods for project work shall be at the discretion of the contractor unless explicitly stated otherwise in the plans and/specifications.

Q4: What are the approximate lengths and diameters of the portions to be bored?

A4: See plans and specifications

Q5: How much is the required bid bond for the project?

A5: 5% of Bid estimate total

Q6: How much is the cost estimate of the project?

A6: Est. \$3.7 Million

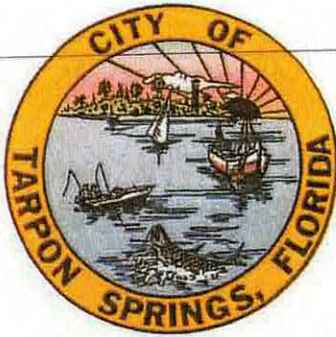
Q7: Do you have any further details you wish to provide?

A7: See plans and specifications-- We usually don't spec means and methods unless we have a very specific reason for it (subaqueous crossings, for example).

- All other requirements, terms and conditions remain the same.

Addendum 4

230200-B-JL



CITY OF TARPON SPRINGS, FL

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

October 9, 2023

BID #230200-B-JL
Pent-Grosse Ave Stormwater Project – part 2
ADDENDUM 5

The following information is provided:

The submittal due date has changed:

FROM: October 10, 2023 / 3:00 pm Local

TO: October 20, 2023 / 3:00 pm Local

Due to unspecified detail with pricing in the Bid Schedule, dated, 9/13/2023, the Bid Alt #4, will not be included in the bid. It is not required to be priced out.

- All other requirements, terms and conditions remain the same.
- Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).

Addendum 1

RESOLUTION 2025-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-16 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 4, 2025, RATIFYING EXECUTIVE ORDER 2025-18 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 11, 2025, AND RATIFYING EXECUTIVE ORDER 2025-20 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 18, 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 2025-16 extending the declaration of local State of Emergency through March 4, 2025, Executive Order 2025-18 extending the declaration of local State of Emergency through March 11, 2025, and Executive Order 2025-20 extending the declaration of local State of Emergency through March 18, 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 2025-16, 2025-18, and 2025-20.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-16

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 25, 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 25th 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 25th day of February 2025, and shall be effective until March 4, 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 25th day of February, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-18

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 March 4, 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 4th day of March 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 4th day of March 2025, and shall be effective until March 11, 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 4th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-20

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 March 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 March 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 March 2025, and shall be effective until March 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 March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

RESOLUTION 2025-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RATIFYING EXECUTIVE ORDER 2025-17 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 4, 2025; RATIFYING EXECUTIVE ORDER 2025-19 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 11, 2025 AND RATIFYING EXECUTIVE ORDER 2025-21 EXTENDING THE DECLARATION OF LOCAL STATE OF EMERGENCY TO MARCH 18, 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 2025-17 extending the declaration of local State of Emergency through March 4, 2025, issued Executive Order 2025-19 extending the declaration of local State of Emergency through March 11, 2025 and issued Executive Order Executive Order 2025-21 extending the declaration of local State of Emergency through March 18, 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 2025-17, 2025-19, and 2025-21.

Section 2. This Resolution take effect immediately upon passage and adoption.

EXECUTIVE ORDER 2025-17

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 25, 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 25th 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 25th day of February 2025, and shall be effective until March 4, 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 25th day of February, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-19

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 March 4, 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 4th day of March 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 4th day of March 2025, and shall be effective until March 11, 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 4th day of March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector

EXECUTIVE ORDER 2025-21

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 March 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 March 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 March 2025, and shall be effective until March 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 March, 2025.

Charles Rudd, City Manager

ATTEST:

Irene S. Jacobs, CMC, City Clerk & Collector



City of Tarpon Springs, Florida

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

MEMORANDUM

DATE: March 11, 2025

TO: Charles Rudd, City Manager

FROM: Jane Kniffen, Human Resources Director

SUBJECT: RESOLUTION No. 2025-10; Designating Juneteenth Day as a Paid City Holiday

RECOMMENDATION

Consistent with the direction of the Board of Commissioners, it is recommended that the City designate Juneteenth Day, beginning June 19, 2025, as a paid City holiday for all regular full-time and regular part-time City employees as further outlined in the attached Resolution 2025-10.

BACKGROUND

June 19th, or Juneteenth Day, is nationally recognized as a special day of observance in recognition of the emancipation of all slaves in the United States of America. Juneteenth Day provides all Americans with an important opportunity to thoughtfully reflect upon the tumultuous past and promising dream imagined in the Declaration of Independence's ideal of a 'more perfect union'. In June of 2021, Juneteenth Day of Observance became a federal holiday.

At the January 7, 2025 Regular Session of the Board of Commissioners, the City Manager recommended that the Board consider Juneteenth Day to be a paid City holiday. This was currently the only federal holiday not recognized as a City holiday for employees. The consensus of the Board was to concur with the City Manager's recommendation and the attached resolution formalizes Juneteenth Day being recognized as a paid City holiday. Changes to relevant documents are attached in order to complete this recognition process.

Attachments:

Resolution No. 2025-10

PBA MOU

IAFF MOU

City Rule 11 – Leaves, Section 6 (a)

Revised 2025 City Holiday Schedule

RESOLUTION No. 2025-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, RELATING TO PAID CITY HOLIDAYS; DESIGNATING JUNETEENTH DAY AS A PAID CITY HOLIDAY; PROVIDING FOR THE OBSERVANCE OF JUNETEENTH DAY WHEN IT FALLS ON A SATURDAY OR SUNDAY; PROVIDING FOR HOLIDAY COMPENSATION FOR SHIFT EMPLOYEES AND OTHER CITY EMPLOYEES REQUIRED TO WORK ON THE PAID CITY HOLIDAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, June 19th, or Juneteenth Day, is a nationally recognized as a special day of observance in recognition of the emancipation of all slaves in the United States of America; and

WHEREAS, Juneteenth Day provides all Americans with an important opportunity to thoughtfully reflect upon the tumultuous past and promising dream imagined in the Declaration of Independence's ideal of a 'more perfect union'; and

WHEREAS, in June of 2021, Juneteenth Day of Observance became a federal holiday; and

WHEREAS, the Board of Commissioners wishes to further commemorate and provide for the observance of this significant day in our nation's history by designating Juneteenth Day a paid City holiday for City employees as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. The City Manager does hereby recommend, and the Board of Commissioners does hereby approve, the designation of June 19th of each year, beginning June 19, 2025, as a paid City holiday for all regular full-time and regular part-time City employees, except as provided hereafter.

Section 2. In those years when June 19th falls on a Saturday, the City will observe the immediately preceding Friday as a paid City holiday. In those years when June 19th falls on a Sunday, the City will observe the immediately following Monday as a paid City holiday.

Section 3. For shift employees and other City employees required to work on the paid City holiday for Juneteenth Day, such employees shall be compensated in accordance with City policy for paid holidays as set forth in the City Policy Manual, or as provided in an applicable collective bargaining agreement in the case of employees who are members of a collective bargaining unit.

Section 4. This resolution shall be effective immediately upon adoption.

**Memorandum of Understanding
between
City of Tarpon Springs
and the
Police Benevolent Association, Inc. (PBA)**

RE: Amendment to Article 20 – HOLIDAYS

The parties hereby agree to amend Article 20 of the current collective bargaining agreement by adding the federal holiday of Juneteenth, to be observed on June 19th, to the list of holidays observed by the City as set forth below:

**ARTICLE 20
HOLIDAYS**

SECTION 1. HOLIDAYS OBSERVED: The following shall be recognized as paid holidays:

New Year's Day
Epiphany (January 6th)
Dr. Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day (last Monday in
May)
Juneteenth
July Fourth
Labor Day (first Monday in
September) Veteran's Day (National
Observance) Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

(All holidays will be observed on the calendar date.)

During the term of this agreement, all members of the bargaining unit shall enjoy the same holidays observed by the City of Tarpon Springs.

The remaining terms of Article 20 remain in full force and effect. This Memorandum of Understanding shall be effective upon its execution by the duly authorized representatives of the above referenced parties and shall commence beginning in calendar year 2025.

CITY REPRESENTATIVE:

Date: _____

Printed Name: _____

Title: _____

UNION REPRESENTATIVE:

S. Lohn

Date: 19 Feb 25

Printed Name: S. Lohn, Esq.

Title: General Counsel +
Executive Director

Memorandum of Understanding
between
City of Tarpon Springs
and the
International Association of Firefighters
(Local 4966)

RE: Amendment to Article 20 – HOLIDAYS

The parties hereby agree to amend Article 20 section 1 of the current collective bargaining agreement by adding the federal holiday of Juneteenth, to be observed on June 19th, to the list of holidays observed by the City as set forth below:

ARTICLE 20
HOLIDAYS

SECTION 1. **HOLIDAYS OBSERVED:** The following shall be recognized as paid holidays:

New Year's Day
Epiphany (January 6th)
Dr. Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day (last Monday in May)
Juneteenth
July Fourth
Labor Day (first Monday in September)
Veteran's Day (National Observance)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

(All holidays will be observed on the calendar date.)

During the term of this agreement, all members of the bargaining unit shall enjoy the same holidays observed by the City of Tarpon Springs.

The remaining terms of Article 20 remain in full force and effect. This Memorandum of Understanding shall be effective upon its execution by the duly authorized representatives of the above referenced parties and shall commence beginning in calendar year 2025.

CITY REPRESENTATIVE:

DATE: _____

PRINTED NAME: _____

TITLE: _____

UNION REPRESENTATIVE:

DATE: 3-3-25

PRINTED NAME: Michael Stone

TITLE: President Local 4966

RULE 11

Leaves

SECTION 6. HOLIDAY LEAVE

(a) Employees shall be granted time off with pay for ~~12~~ 13 holidays set forth below:

M.L. King Day
Epiphany
Memorial Day
Juneteenth
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

New Year's Day
President's Day
Independence Day



City of Tarpon Springs, Florida

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

MEMORANDUM

TO: ALL DEPARTMENT/DIVISION HEADS

FROM: HUMAN RESOURCES DEPARTMENT

DATE: MARCH 12, 2025

RE: **REVISED** 2025 HOLIDAY SCHEDULE – PLEASE POST FOR EMPLOYEES

The Holiday Schedule for calendar year 2025 is listed below. Please contact the Human Resources Department if you have any questions.

NEW YEAR'S DAY	WEDNESDAY, JANUARY 1, 2025
EPIPHANY	MONDAY, JANUARY 6, 2025
MARTIN LUTHER KING JR. DAY	MONDAY, JANUARY 20, 2025
PRESIDENTS' DAY	MONDAY, FEBRUARY 17, 2025
MEMORIAL DAY	MONDAY, MAY 26, 2025
JUNETEENTH	THURSDAY, JUNE 19, 2025
INDEPENDENCE DAY	FRIDAY, JULY 4, 2025
LABOR DAY	MONDAY, SEPTEMBER 1, 2025
VETERANS DAY	TUESDAY, NOVEMBER 11, 2025
THANKSGIVING DAY	THURSDAY, NOVEMBER 27, 2025
DAY AFTER THANKSGIVING	FRIDAY, NOVEMBER 28, 2025
CHRISTMAS EVE DAY	WEDNESDAY, DECEMBER 24, 2025
CHRISTMAS DAY	THURSDAY, DECEMBER 25, 2025

ORDINANCE NO 2025-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, ESTABLISHING SECTION 12.5-7 OF THE CODE OF ORDINANCES; OPERATING HOURS FOR CITY PARKS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs desires to codify the operating hours for all City Parks which are open to the public; and

WHEREAS, City Parks may provide different features necessitating different operating hours; and

WHEREAS, the City of Tarpon Springs Board of Commissioners desire to keep all members of the public informed as to the operating hours along with the rules for public usage of the City Parks.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 12.5-7, Operating Hours for City Parks, is hereby established to read as follows:

§ 12.5-7. – Operating Hours of City Parks

- (a) All non-illuminated city parks shall remain closed to the public between sunset and sunrise of the following day. The City Manager or his/her designee shall have the authority to change the closing hours for one or more parks at his/her discretion.
- (b) All illuminated fields, courts and the adjacent seating areas may remain open until 10 p.m. daily. The City Manager or his/her designee shall have the authority to change the closing hours for one or more illuminated parks at his/her discretion.
- (c) Each city park shall have its hours posted at the park and a complete list of park rules shall be maintained on the City's website.
- (d) All city park rules and regulations shall be enforceable under this ordinance.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

SECTION 4. This Ordinance shall be codified in the City of Tarpon Springs Code of Ordinances.

SECTION 5. This Ordinance shall take effect immediately upon passage and adoption as a matter of law.



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2025-13: Conditional Use for a Tourist Home located at 1529 Riverside Drive (Application 24-88)(Quasi-Judicial) (Renea Vincent Planning and Zoning Director) (WITHDRAWN BY APPLICANT)**

Recommendation

Should the Board choose to approve Resolution 2025-13, staff is recommending the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 10 people.
3. All guest parking shall be accommodated within the garage and driveway and is not permitted on the front lawn or street.
4. Quiet hours shall be observed between 10:00 P.M. and 9:00 A.M. daily.
5. The property owner or designee (hereafter, "responsible party") shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back or, next to, the main entrance door, or, on the refrigerator at the tourist home property:
 - a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the "responsible party" as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition

#6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

The Planning and Zoning Board reviewed this item on February 24, 2025, and recommended denial by a unanimous vote (7-0). There were 3 members of the public who spoke in opposition to the request at the meeting.

Background

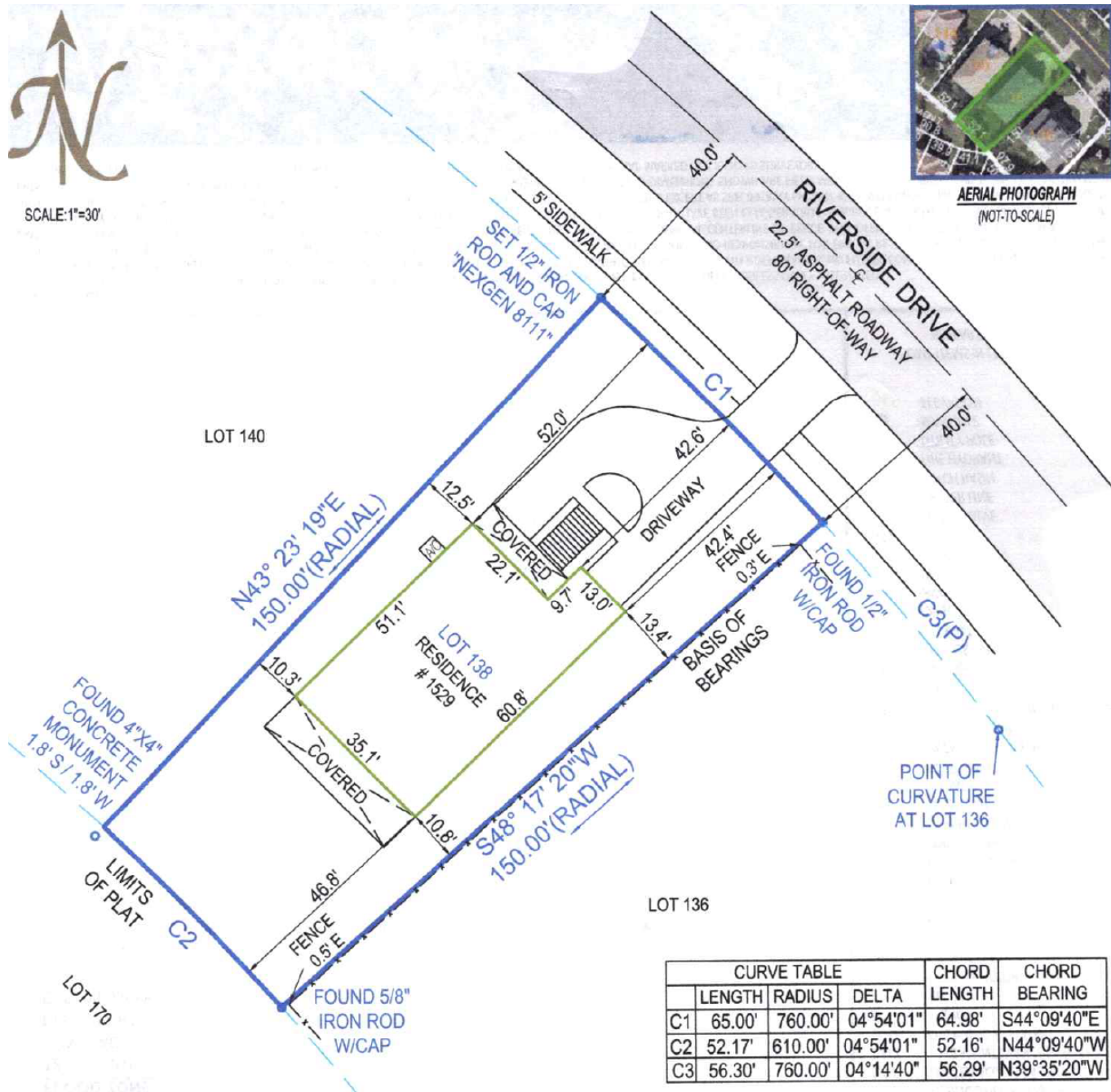
The applicant is seeking conditional use approval to operate a tourist home (short-term rental) use at 1529 Riverside Drive. The Land Development Code (LDC) Section 241.00(A)(213) defines a 'tourist home' as follows:

“A single family detached dwelling where the primary use is to **provide temporary lodging accommodations** for compensation to transient residents, especially motor tourists or travelers. A "transient resident" shall mean a visitor to the community who does not use the dwelling as a principal residence, who is neither gainfully employed in the community nor a student currently enrolled in a school located in the community or who resides in the dwelling **for six weeks or less**. The term "tourist home" shall not include a hotel/motel, lodging facilities, or boarding homes. Tourist homes **shall not be located within 1,200 feet of a pre-existing tourist home**. The locational standard shall be measured from the nearest property line of the existing home to the nearest property line of the proposed home.”

The subject property is occupied by a single family detached home that is not located within 1,200 feet of a pre-existing approved tourist home. The property conforms to the current required dimensional criteria for the RM zoning district and can accommodate the required parking on site.

Location and Survey





Funding

N/A

Strategic Plan Objective

N/A



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[FEBRUARY 24, 2025 / MARCH 4, 2025]

STAFF REPORT

Application No. / Project Title: #24-91 (Turow)
Staff: Allie Keen, AICP, Principal Planner
Applicant / Owner: Sean (Alex) Turow
Property Size: +/- 9,043 square feet
Current Zoning: RM (Residential Multi-Family)
Current Land Use: RL (Residential Low)
Location / Parcel ID: 1529 Riverside Drive / 03-27-15-87858-000-1380
Resolution Number: 2025-13

BACKGROUND SUMMARY:

The applicant is seeking conditional use approval to operate a tourist home (short-term rental) use at 1529 Riverside Drive. The Land Development Code (LDC) Section 241.00(A)(213) defines a 'tourist home' as follows:

"A single family detached dwelling where the primary use is to **provide temporary lodging accommodations** for compensation to transient residents, especially motor tourists or travelers. A "transient resident" shall mean a visitor to the community who does not use the dwelling as a principal residence, who is neither gainfully employed in the community nor a student currently enrolled in a school located in the community or who resides in the dwelling for **six weeks or less**. The term "tourist home" shall not include a hotel/motel, lodging facilities, or boarding homes. Tourist homes **shall not be located within 1,200 feet of a pre-existing tourist home**. The locational standard shall be measured from the nearest property line of the existing home to the nearest property line of the proposed home."

The subject property is occupied by a single family detached dwelling that is not located within 1,200 feet of a pre-existing approved tourist home. The property conforms to the current required dimensional criteria for the RM zoning district and can accommodate the required parking on site.

PRELIMINARY STAFF RECOMMENDATION:

Should the Board choose to approve Resolution 2025-13, staff is recommending the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 10 people.
3. All guest parking shall be accommodated within the garage and driveway and is not permitted on the front lawn or street.
4. Quiet hours shall be observed between 10:00 P.M. and 9:00 A.M. daily.
5. The property owner or designee (hereafter, "responsible party") shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,



- b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back or, next to, the main entrance door, or, on the refrigerator at the tourist home property:
 - a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the “responsible party” as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

PLANNING AND ZONING BOARD RECOMMENDATION:

CURRENT PROPERTY INFORMATION:

Use of Property:	Single family residential
Site Features:	Single-family home with park-under garage, driveway, walkways, swimming pool, and landscaping.
Vehicle Access:	This property gains access from Riverside Drive.

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	RM (Residential Multifamily) R-70 (One and Two-Family Residential)	RL (Residential Low)
South:	RM (Residential Multifamily) R-100 (Residential Single Family)	RL (Residential Low)
East:	R-70 (One and Two Family Residential)	RL (Residential Low)
West:	RM (Residential Multifamily)	RL (Residential Low)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. Tourist homes, which allow rental periods of less than 6 weeks, are allowed with conditional use approval in the RM (Residential Multifamily) district. Tourist homes are also not permitted within 1,200 feet of a pre-existing, approved tourist home. There are no approved tourist homes within 1,200 feet of the subject property, therefore the separation requirements are met.



2. The property has an oversized 3-car garage and a driveway that can accommodate at least 4 vehicles, which exceeds the required 2 parking spaces.
3. The subject property is in a primarily single-family residential area that is comprised of a mix of single family detached and attached homes. The immediate area around the property is comprised of a mix of RM (Residential Multifamily), R-70 (One and Two-Family Residential), and R-100 (Single Family Residential) zoning.
4. As a part of the application, the applicant included a narrative outlining rental parameters for guests of the tourist home, including rental restrictions, use of the property, quiet hours, and contact information that will be provided to surrounding neighbors.

REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff's provisional findings of fact are provided below:

1. Conformance with the requirements of the Land Development Code.

Provisional Findings: The residence is existing and includes sufficient area to accommodate access and parking. The structure complies with the dimensional standards of the RM zoning district. The City's Technical Review Committee (TRC) reviewed this project at their regular meeting of January 9, 2025, and determined that the project complies with the Land Development Code.

2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.

Provisional Findings: The property is in the RM (Residential Multifamily) zoning district and in a primarily single-family residential area that is comprised of a mix of single family detached and attached homes. The immediate area around the property is comprised of a mix of RM (Residential Multifamily), R-70 (One and Two-Family Residential), and R-100 (Single Family Residential) zoning. The tourist home use is only allowable in a few zoning districts. Outside the City's Special Area Plan and in certain waterfront districts (WDI & WDI-B), it is only allowable in RM (Residential Multifamily), RO (Residential Office), and then, only as a conditional use. Conditional uses allow for further review and potential limitations in the form of conditions of approval. Since a tourist home is only allowable as a single family detached dwelling unit, it is implied that the mix of housing types and higher density/activity level in the RM district provide an appropriate context for this type of use. Additionally, the recommended staff conditions are intended to further protect the residential area, while the restriction on multiple tourist homes in close proximity prevents another tourist home from becoming established in the immediate area avoids concentrations of this type of use should this conditional use be approved.

3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.

Provisional Findings: The conditional use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

4. The conditional use will not result in significant adverse impacts to the environment or historical resources.

Provisional Findings: The use is not proposed within the City's historic district or on an environmentally sensitive site.



5. The conditional use will not adversely affect adjoining property values.

Provisional Findings: The proposed tourist home is located within a residential area. The property will continue to be subject to all applicable City Codes and Ordinances governing not only land uses, but noise, nuisances, property maintenance and other similar codes. Based on these standards and enforcement of the recommended staff conditions, property values are not expected to be adversely affected.

6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Provisional Findings: The single-family residence is existing and is already served by the city. The requested use as a tourist home will not require extension of new public services to the site and will not adversely affect the ability of the City to provide adequate public facilities.

7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Provisional Findings: The proposed conditional use is in a developed area with adequate infrastructure to serve the tourist home. It will not adversely affect the growth patterns or the ability of the city to provide public facilities.

8. The public health, safety and welfare shall be observed with any reasonable conditions necessary.

Provisional Findings: With the intent to protect the surrounding residential area and public health, safety, and welfare, staff has recommended conditions of approval deemed reasonable for the proposed conditional use for the Board's consideration.

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this application on January 9, 2025, and determined this application was complete and ready for processing.

PUBLIC CORRESPONDENCE:

Notices were sent to property owners within 500 feet of the subject property. This included 71 addresses. Five additional notices were sent to individuals who share ownership of a property on Riverside Drive who were not also on the initial mailing list. Staff received 14 responses in opposition to the request, which have been included in the attachments.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution 2025-13
3. Application & Short-Term Rental Addendum
4. Applicant Rental Parameters (TRC Comment Response)
5. Survey
6. Public Comments

TUROW #24-91

Planning & Zoning Board Meeting – February 24, 2025

Board of Commissioners Meeting – March 11, 2025





SUMMARY OF REQUEST

- **Resolution #2025-13 – Conditional Use (#24-91)**
 - Location: 1529 Riverside Drive
 - Property Size: +/- 9,043 square feet
 - Current Land Use: RL (Residential Low)
 - Current Zoning: RM (Residential Multifamily)
 - Proposed Use of Property: Tourist Home (Short-Term Rental)
- **Applicant/Owner**: Sean (Alex) Turow
- **Agent**: Lydia Romano

LOCATION



REQUEST

LDC Section 241.00(A)(213) – Tourist Home:

“A *single family detached dwelling* where the primary use is *to provide temporary lodging accommodations* for compensation to transient residents, especially motor tourists or travelers. A "transient resident" shall mean a visitor to the community who does not use the dwelling as a principal residence, who is neither gainfully employed in the community nor a student currently enrolled in a school located in the community or who resides in the dwelling for *six weeks or less*. The term "tourist home" shall not include a hotel/motel, lodging facilities, or boarding homes. Tourist homes *shall not be located within 1,200 feet of a pre-existing tourist home*. The locational standard shall be measured from the nearest property line of the existing home to the nearest property line of the proposed home.”





RECOMMENDED CONDITIONS

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 10 people.
3. All guest parking shall be accommodated within the garage and driveway and is not permitted on the front lawn or street.
4. Quiet hours shall be observed between 10:00 P.M. and 9:00 A.M. daily.
5. The property owner or designee (hereafter, “responsible party”) shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a) Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b) If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c) Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms of this conditional use,
 - d) Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.

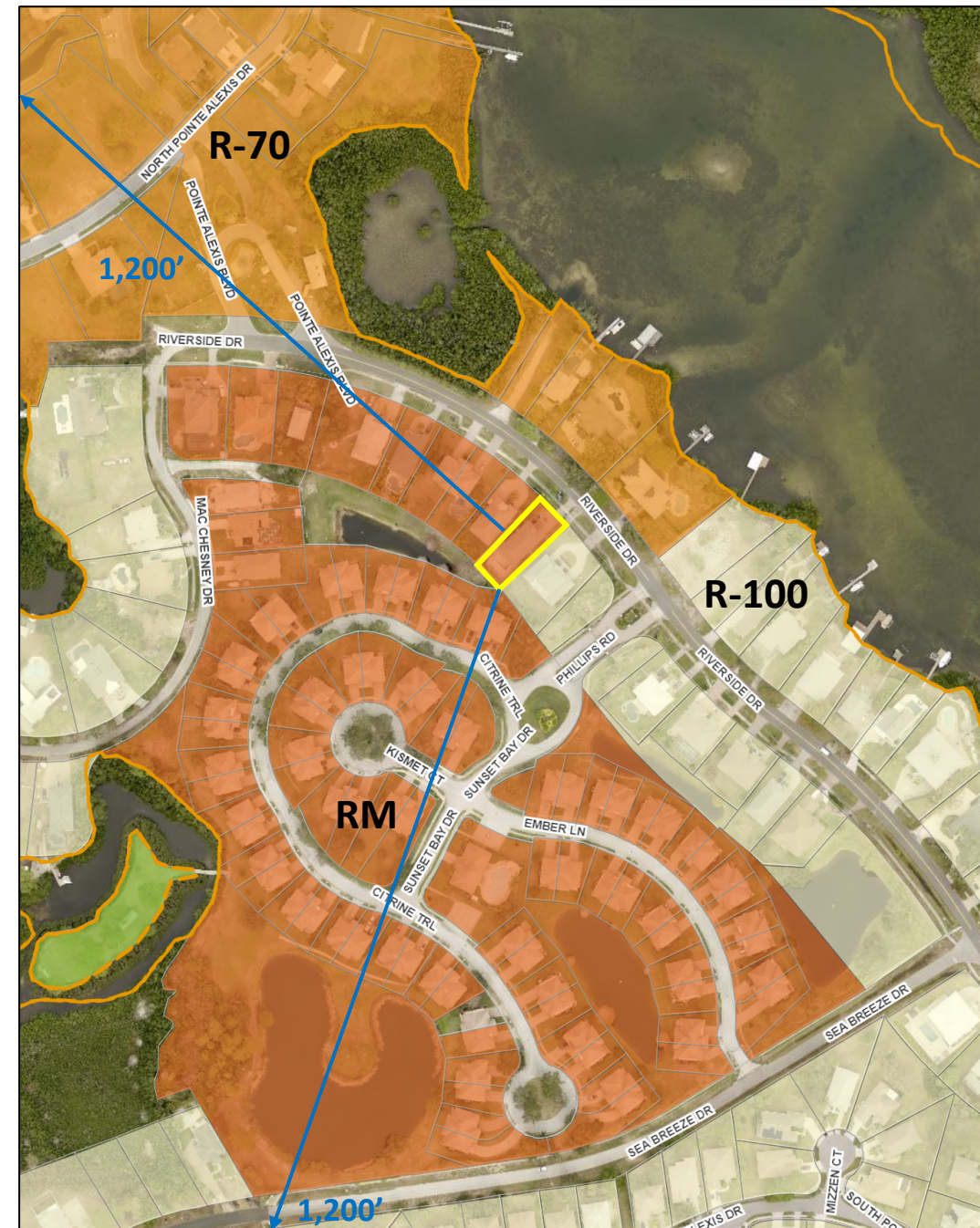


RECOMMENDED CONDITIONS

6. The property owner must provide an affidavit that the following has been posted on the back or, next to, the main entrance, or, on the refrigerator at the tourist home property:
 - a) The name, address and phone number of the tourist home responsible party in accordance with the terms of this conditional use,
 - b) The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c) The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d) The days of trash pickup and recycling, and,
 - e) The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the “responsible party” as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

REVIEW CRITERIA – CONDITIONAL USE

- 1) **Conformance with the Land Development Code.**
Property conforms with the land development code.
- 2) **The proposed use is appropriate to the property in question and compatible with the area.** The property is in the RM district in a residential area comprised of single family detached and attached homes. The immediate area is a mix of RM, R-70, and R-100 zoning. The tourist home use is only allowable in a few zoning districts. Outside the SAP and certain waterfront districts, it is only allowable in RM and RO, and then, only by conditional use. It is implied that the mix of housing types and higher density/activity level in the RM district provide an appropriate context for this type of use, with the recommended staff conditions. Additionally, if approved, the restriction on multiple tourist homes within close proximity prevents another tourist home from becoming established in the immediate area to avoid concentrations of this type of use.





REVIEW CRITERIA – CONDITIONAL USE

- 3) **The use is consistent with the Comprehensive Plan.** The use is consistent with the City's Comprehensive Plan.
- 4) **The use will not adversely impact historical or environmental resources.** The site is not located within the historic district nor on an environmentally sensitive site.
- 5) **The use will not adversely affect adjoining property values.** The proposed home is located within a residential area. The property will continue to be subject to all applicable City Codes and Ordinances governing not only land uses, but noise, nuisances, property maintenance and other similar codes. Based on these standards and enforcement of the recommended staff conditions, property values are not expected to be adversely affected.
- 6) **The use will not adversely impact nor exceed the City's capacity to serve with public facilities.** There are existing facilities available to serve this property and the proposed use will not require extension of new public services to the site.
- 7) **The use shall provide for efficient and orderly development.** The proposed use is in a developed area with adequate infrastructure and public services to serve the tourist home.
- 8) **The public health, safety, and welfare shall be observed with any reasonable conditions necessary.** With the intent to protect the surrounding residential area and public, health, safety, and welfare, staff has recommended conditions of approval deemed reasonable for the proposed conditional use for the Board's consideration.

PRELIMINARY STAFF RECOMMENDATION

Resolution #2025-13

Should the Board choose to approve, staff recommends the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 10 people.
3. All guest parking shall be accommodated within the garage and driveway and is not permitted on the front lawn or street.
4. Quiet hours shall be observed between 10:00 P.M. and 9:00 A.M. daily.
5. The property owner or designee (hereafter, “responsible party”) shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:
 - a) Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b) If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c) Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms of this conditional use,
 - d) Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.



PRELIMINARY STAFF RECOMMENDATION

Resolution #2025-13, conditions continued:

6. The property owner must provide an affidavit that the following has been posted on the back or, next to, the main entrance, or, on the refrigerator at the tourist home property:
 - a) The name, address and phone number of the tourist home responsible party in accordance with the terms of this conditional use,
 - b) The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c) The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d) The days of trash pickup and recycling, and,
 - e) The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the “responsible party” as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

Public Notice – 76 mailed notices; 21 responses in opposition received (included in packet)

PLANNING & ZONING BOARD RECOMMENDATION

Resolution #2025-13 (Application #24-91)

The Planning and Zoning Board reviewed this item at their regular meeting of February 24, 2025 with 7 members present. The Board unanimously recommended denial of this request.

There were 3 members of the public who spoke in opposition at the meeting.

RESOLUTION NO. 2025-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #24-91 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW THE OPERATION OF A TOURIST HOME (SHORT-TERM RENTAL) AT 1529 RIVERSIDE DRIVE, IN THE RM (RESIDENTIAL MULTI-FAMILY) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use to allow for operation of a tourist home (short-term rental) in the RM (Residential Multifamily) zoning district; and,

WHEREAS, the Land Development Code Section 25.05(C)(17) requires conditional use approval for such uses within the RM district; and,

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of February 24, 2025; and,

WHEREAS, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and,

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the 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: FINDINGS

Application #24-91 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: CONDITIONAL USE APPROVAL

Application #24-91 under Resolution 2025-13, requesting Conditional Use approval to allow establishment of a tourist home (short-term rental) at 1529 Riverside Drive in the RM (Residential Multi-family) zoning district is approved with the following conditions:

1. The property shall remain a single-family residence rented as a single living unit.
2. Maximum occupancy shall be no more than 10 people.
3. All guest parking shall be accommodated within the garage and driveway and is not permitted on the front lawn or street.
4. Quiet hours shall be observed between 10:00 P.M. and 9:00 A.M. daily.
5. The property owner or designee (hereafter, "responsible party") shall be available in a timely manner to respond to inspections, complaints, or other problems related to the tourist home use of the property. The duties of the responsible party include:

- a. Be available by telephone at the posted phone number to handle any issues arising from the tourist home use,
 - b. If necessary, be willing and able to come to the tourist home following notification from an occupant, owner, law enforcement, or city official to address issues related to the tourist home use,
 - c. Be authorized to receive service of any legal notice on behalf of the owner for any violations of City laws, ordinances, or the terms on this conditional use,
 - d. Otherwise regularly monitor the tourist home property to assure compliance with City laws, ordinances, and the terms of this conditional use.
6. The property owner must provide an affidavit that the following has been posted on the back or, or next to, the main entrance door, or, on the refrigerator at the tourist home property:
- a. The name, address and phone number of the tourist home responsible party,
 - b. The maximum allowable occupancy of the tourist home in accordance with the terms of this conditional use,
 - c. The maximum number of vehicles that can be parked in the designated parking areas of the tourist home in accordance with the terms of this conditional use,
 - d. The noise standard in accordance with the terms of this conditional use,
 - e. The days of trash pickup and recycling, and,
 - f. The location of the nearest hospital.
7. The applicant shall obtain and maintain a City of Tarpon Springs business tax receipt for the use. At the time of application, the applicant shall provide the contact information for the "responsible party" as listed in Condition #5 above and shall provide an affidavit attesting to compliance of the tourist home with Condition #6 above. If the tax receipt lapses for a period of more than six (6) months, a new review of the conditional use will be required.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption in the manner provided by law.



PLANNING & ZONING APPLICATION

INSTRUCTIONS

Please complete the application form fully and submit, with all supporting materials and applicable application addendums, **DIGITALLY** through the Planning and Zoning online application portal. If a project requires multiple application types, please complete the application form once and upload into each separate application project in goPost/ePlan.

Prior to proceeding to public hearing, an application must be deemed complete and all required application fees (see fee schedule on pages 5 and 6) **must be paid prior to public hearing**. Fees can be paid in person or mailed.

1. PROPERTY OWNER(S)

NAME	Sean Trow		EMAIL	alextrrow100@gmail.com	
ADDRESS	1529 Riverside Dr.				
CITY	Tarpon Springs	STATE	FL	ZIP	34689
PHONE	727-452-5786				

2. APPLICANT(S) (if different than owner)

NAME			EMAIL		
ADDRESS					
CITY		STATE		ZIP	
PHONE					

3. AGENT/REPRESENTATIVE (if applicable)

NAME	Lydia Romano		EMAIL	Vanreed63@gmail.com	
ADDRESS	6330 Garland Ct.				
CITY	New Port Richey	STATE	FL	ZIP	34652
PHONE	727-560-9676				



4. APPLICATION TYPE* (Please select all that apply)

General Applications

- | | | |
|---|---|---|
| ☐ Annexation | ☐ Rezoning | ☐ Minor Plat |
| ☒ Conditional Use | ☐ Site Plan/Subdivision | ☐ Planned Development: |
| ☐ Discussion Item | ☐ Right-of-Way Vacation | ☐ Concept |
| ☐ Development Agreement | ☐ Temporary Use (Dates: _____) | ☐ Preliminary |
| ☐ Future Land Use Amendment | ☐ Final Plat | ☐ Final |
| ☐ Sidewalk Cafe | | |

Board of Adjustment Applications (BOA)

- ☐ Variance
☐ Nonconforming Lot of Record Variance
☐ FAR/ISR Adjustment
☐ Sidewalk Waiver
☐ After-the-Fact Variance
☐ De Minimis Variance

Heritage Preservation Applications (HPB)

- ☐ Certificate of Appropriateness
☐ Designation of Historic Property Form
☐ Economic Hardship Exemption Form
☐ Petition for Removal Form

* See Page 4 for required Application Addendums.

5. GENERAL INFORMATION

PROJECT NAME	Sean Alexander Trow		
ADDRESS/LOCATION	1529 Riverside Dr. Tarpon Springs, FL 34689		
TAX PARCEL NUMBER(S)	03-27-15-27858-000-1380		
LEGAL DESCRIPTION	Sunset hills country club lot 138 & 1/21 Interest in lot 145 per 18411-538		
SITE ACREAGE	Upland _____ Wetland _____ Submerged _____ Total 0.415 Acres		
FLOOD (check all that apply)	☐ Zone X ☐ Zone X Shaded ☐ Zone AE ☐ Zone VE ☐ Not in a Flood Zone		
Base Flood Elevation(s) (BFE):	_____		
COASTAL HIGH HAZARD AREA (CHHA)	☐ Yes, this property is located within the CHHA ☒ No, this property is not located within the CHHA		

6. LAND USE & ZONING INFORMATION

CURRENT DESIGNATIONS		PROPOSED DESIGNATIONS (if applicable)	
LAND USE CATEGORY	ZONING CATEGORY	LAND USE CATEGORY	ZONING CATEGORY

7. SUMMARY/PURPOSE OF REQUEST

Air Bnb or VRBO



8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.

Seen Turaw
 (Applicant's Signature)

12/2/24
 (Date)

OWNER'S SIGNATURE*:

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

Seen Turaw
 (Owner's Signature)

12/2/24
 (Date)

*Not required for discussion item applications

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

Lydia Romano
 (Agent Name, Printed)

12/2/24
 (Date)

Lydia Romano
 (Agent's Signature)

12/2/24
 (Date)

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of () physical presence or () Online notarization, this 2nd day of December, A.D., 2024 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: *L. Reed*

Signature: _____

Stamp:

APPLICATION ADDENDUM
SHORT TERM RENTAL/TOURIST HOME FORM

INSTRUCTIONS

Please complete the form fully and submit with the associated development application, **DIGITALLY** through the Planning and Zoning online application portal (goPost/ePlan).

1. GENERAL INFORMATION

PROJECT NAME	Sean Turow
ADDRESS/LOCATION	1529 Riverside Dr. Tarpon Springs FL 34689
TAX PARCEL NUMBER(S)	03-27-15-87858-000-1380
LEGAL DESCRIPTION	Sunset hills country Club lot 138 & 1/2 Interest in lot 145 per 13411-538

2. APPLICATION CHECKLIST ITEMS (All items listed below shall be submitted in addition to this form and the completed application)

- ☐ Completed Application
- ☐ Proof of Ownership
- ☐ Survey
- ☐ Site Plan/Parking Plan
- ☐ Property Management Plan (see Section 3 of this Form)
- ☐ Other Relevant Information (i.e. photographs)

3. PROPERTY MANAGEMENT/RENTAL OPERATIONS (Attach separate sheets as necessary or provide a separate property management plan that at a minimum addresses these items)

A. Occupancy. How many guests can be accommodated on site?

8-10 guest

B. Parking. Explain how parking will be accommodated onsite and clearly show where and how many parking spaces can be accommodated on the required site plan.

6 cars if needed, 3 car garage 3 parking spaces in Driveway
--

- C. **Property Management.** Explain how the property will be managed (such as gaining access to the property, addressing noise or other potential complaints, issues with the rental, solid waste removal, etc.)

All complaints or issues will be addressed through my agent, Lydia Romano and entry to house will be through a lockbox

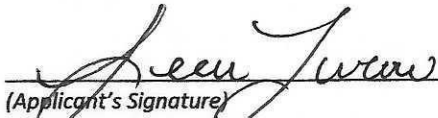
- D. **Safety.** Explain any safety measures that are in place for the property (such as pools, fire safety, etc.)

There is a gate around the entire backyard, pool has a alarm, the house has a security system monitored by adt, numerous fire alarms throughout home.

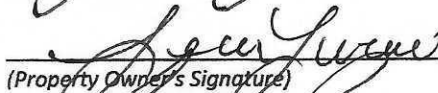
3. SIGNATURE(S)/AUTHORIZATION

APPLICANT/PROPERTY OWNER/AGENT SIGNATURE(S):

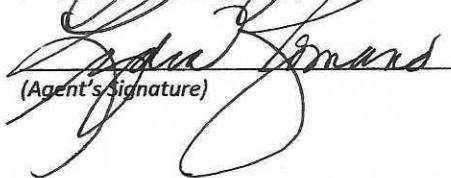
The information included in and with this application is completely true and correct to the best of my knowledge. Further, I understand that a detailed property management plan may be requested as a part of this application.


(Applicant's Signature)

12/2/24
(Date)


(Property Owner's Signature)

12/2/24
(Date)


(Agent's Signature)

12/2/24
(Date)

January 23, 2025

VIA EMAIL: akeen@ctsfl.us

Allie Keen, AICP
Principal Planner
City Of Tarpon Springs, - Planning & Zoning
324 E. Pine Street
Tarpon Springs, Florida 34689

Re: Subject: #24-91- TRC Comment Report – Tourist Home Conditional Use
Sean Turow - 1529 Riverside Drive, Tarpon Springs, Florida

Dear Ms. Keen:

Pursuant to the TRC Comment Report, Comment Number 00007 please be advised as follows:

It is our intention prior to going “live” with the website on either AIR B&B and/or VRBO to include on the website, the following with regard to the “House Rules, Important Information”:

1. No One Under The Age Of 25 will be allowed to rent the property.
2. Government-issued photo identification and a credit card or debit card, will be required.
3. Onsite parties or group events will be **strictly** prohibited.
4. If a party or group event is found to be going on during your stay, the Police will be called and you and your guests will be asked to vacate the property immediately and no refunds will be considered.
5. There will be a strict 10:00 pm noise curfew.

Please also be advised that in case of an emergency all neighbors on every side of the residence will have my agent’s name, address and telephone number where she can be always reached at any time of the day or night.

Page 2
Project 24-91

My agent also will be advised each time the house is rented and who is renting same and the number of guests.

Should you need anything further, please do not hesitate to contact myself or my agent.

Thank you for your consideration.

Sean Alex Turow

cc: Ms. Lydia Romano

Survey Plat Details:

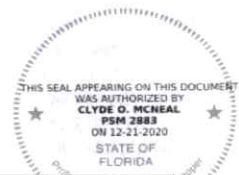
- Lot 138:** Residence #1529, 60.8' wide, 51.1' deep. Includes a covered area and a driveway.
- Lot 136:** Adjacent to Lot 138, 60.8' wide, 51.1' deep. Includes a covered area and a driveway.
- Lot 140:** Adjacent to Lot 138, 60.8' wide, 51.1' deep. Includes a covered area and a driveway.
- Lot 170:** Adjacent to Lot 138, 60.8' wide, 51.1' deep. Includes a covered area and a driveway.
- Curves:** C1 (65.00' length, 760.00' radius, 04°54'01" delta), C2 (52.17' length, 610.00' radius, 04°54'01" delta), C3 (56.30' length, 760.00' radius, 04°14'40" delta).
- Monuments:** Found 4"x4" concrete monument, found 1/2" iron rod w/cap, found 5/8" iron rod w/cap, found 1/2" iron rod w/cap.
- Easements:** 5' sidewalk, 22.5' asphalt roadway, 80' right-of-way.
- Other Features:** Point of curvature at Lot 136, basis of bearings, fence, covered area, driveway.

CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	65.00'	760.00'	04°54'01"	64.98'	S44°09'40"E
C2	52.17'	610.00'	04°54'01"	52.16'	N44°09'40"W
C3	56.30'	760.00'	04°14'40"	56.29'	N39°35'20"W

CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	65.00'	760.00'	04°54'01"	64.98'	S44°09'40"E
C2	52.17'	610.00'	04°54'01"	52.16'	N44°09'40"W
C3	56.30'	760.00'	04°14'40"	56.29'	N39°35'20"W

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

Date of Field Work : 12-19-2020
Drawn By: Oleg
Order #: 115159
Last Revision Date: None
Boundary Survey prepared by: LB8111
NexGen Surveying, LLC
5601 Corporate Way, Suite #103
West Palm Beach, FL 33407
561-508-6272



TSBD

LEGAL DESCRIPTION: LOT 138, SUBSECTION 1, TOWNSHIP 35N, RANGE 32E, MERIDIAN 1W, PINELLAS COUNTY, FLORIDA, 34689

RECORDED IN PLAT BOOK 17, PAGE 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER

WITH 1/21 UNDIVIDED INTEREST IN LOT 145, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT

BOOK 17, PAGE 27, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CERTIFIED TO:

ALBERT WAGNER AND KATARZYNA WAGNER

FAIRWAY INDEPENDENT MORTGAGE CORPORATION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

12103C00166

ZONE: AE

ELEV: 12 FT

EFF: 09/03/2003

SURVEY NOTES:

- DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.

LEGEND

A/C - AIR CONDITIONER

WM - WATER METER

AL - ARC LENGTH

(C) - CALCULATED

(M) - MEASURED

P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

& - AND

P.B. - PLAT BOOK

P.G. - PAGE

U.E. - UTILITY EASEMENT

D.E. - DRAINAGE EASEMENT

P.U.E. - PUBLIC UTILITY EASEMENT

L.A.E. - LIMITED ACCESS EASEMENT

L.M.E. - LAKE MAINTENANCE EASEMENT

O.H.E. - OVERHEAD EASEMENT

R - RADIUS

(R) - RECORD

O.R.B. - OFFICIAL RECORDS BOOK

Sq.Ft. - SQUARE FEET

Ac. - ACRES

DB - DEED BOOK

(D) - DEED

(P) - PLAT

E.O.W. - EDGE OF WATER

TOB - TOP OF BANK

O.H.L. - OVERHEAD LINE

C/O - CLEAN OUT

ELEV - ELEVATION

FF - FINISHED FLOOR

LS - LICENSED SURVEYOR

LB - LICENSED BUSINESS

PSM - PROFESSIONAL SURVEYOR & MAPPER

- FENCE

- NUMBER

± - PLUS OR MINUS

ASPHALT

CONCRETE

PAVER/BRICK

WOOD

LIGHT POLE

WELL

WATER VALVE

CENTER LINE

CATCH BASIN

FIRE HYDRANT

UTILITY POLE

MANHOLE

ELEVATION

SOME ITEMS IN LEGEND MAY NOT
APPEAR ON DRAWING.

GENERAL NOTES:

1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE. 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES. 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS. 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN. 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988). 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE. 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR).

From: [Planning Department](#)
To: [Kim Dickey](#)
Cc: [Patricia McNeese](#); [Allie Keen](#); [Caroline Lanford](#)
Subject: RE: REF #24-91
Date: Monday, February 3, 2025 3:36:50 PM

Good afternoon,

We received your email. We will include it in the packet that is provided to the Planning and Zoning Board at the public hearing scheduled for February 24, 2025, at 6:30 P.M.

If you have any questions, please let me know.

Best regards,



Kimberly Creighton
Planning and Zoning Coordinator
City of Tarpon Springs
Phone: (727)942-5611
Email: kcreighton@ctsfl.us

From: Kim Dickey <kimdickey@tampabay.rr.com>
Sent: Monday, February 3, 2025 11:54 AM
To: Planning <planning@ctsfl.us>
Subject: REF #24-91

Warning: Unusual sender <kimdickey@tampabay.rr.com>

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

Dear City of Tarpon Springs;

This is formal notice that Kim Dickey and Mary Berry, the owners of 1526 Riverside Drive, Tarpon Springs, are completely against the request for conditional use approval for 1529 Riverside Drive. Turning our quiet, dead end street neighborhood into a tourist/party spot is unacceptable. Please confirm receipt of our rejection of application #24-91. Thank you.

Sincerely,

Kim Dickey
Mary Berry

From: [William Gable](#)
To: [Planning](#)
Subject: 24-91
Date: Wednesday, February 5, 2025 3:14:23 PM

Warning: Unusual sender <willgable@icloud.com>

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

Sent from my iPhone. I am writing to request that the planning department REJECT THE APPLICATION FOR A TOURIST HOME (seasonal/short term rental. This home is in a strictly residential neighborhood and backs up to Sunset Bay. Some Sunset Bay homes back up to just a few feet from this property. The experience of a substantial number of Air B &B short term properties in the Bay Area and particularly on Seabreeze Dr have been HORRIFIC!!! The police department will be working overtime if any more party houses are allowed. This is a very quiet area. If you allow any additional party houses to exist, the property VALUES will decline rapidly. Declining property values will reduce the tax base. There is LITERALLY NO UPSIDE TO APPROVE THIS APPLICATION. THANK YOU. DR WILLIAM GABLE AND MRS CHARLENE GABLE. 1644 Citrine Trail. Tarpon Springs 34689. Sunset Bay.

From: [Nancy Kay Grady](#)
To: [Planning](#)
Subject: #24-91
Date: Wednesday, February 5, 2025 10:12:09 AM

Warning: Unusual sender <nancykaygrady@yahoo.com>

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

Dear Planning and Zoning!

I wanted to let you know I am 100% apposed to vacation rentals on Riverside. My concern is that it will downgrade to neighborhood with people who do not care about the community as we do. Also we don't need to create a vacation/party atmosphere in a neighborhood where people are raising families and need to get up and go to work.

Please let me know if you need anything else!

Sincerely,
Nancy Kay Grady
1432 Riverside Drive
40+year resident

From: [Woody Helfand](#)
To: [Planning](#)
Subject: #24-91
Date: Wednesday, February 5, 2025 8:19:45 PM
Importance: High

Warning: Unusual sender <lmhelfand@outlook.com>

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

Hello good people! I am emailing as instructed to oppose this item 24-91. We do NOT want our beautiful neighborhood tainted by turning it into an Airbnb dump.

Thank you,

Minister Linwood M. Helfand
1506 Ember Lane
Sunset Bay
Tarpon Springs, FL 34689

From: [Carole & David Huggins](#)
To: [Planning](#)
Cc: [Michael Eisner](#)
Subject: Vacation rental
Date: Wednesday, February 5, 2025 11:22:15 AM

Warning: Unusual sender <hugssrt6@gmail.com>

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

Re: Application #24-91 (house on Riverside Drive)

I live nearby at:

1555 Ember Ln., Tarpon Springs, 34689

In spite of bylaws restricting noise, number of vehicles, etc. I am opposed to this, or any other nearby home becoming a home to transient tenants.

The application should be denied.

David Huggins
905-658-3159

From: [Tom Marciniak](#)
To: [Planning](#)
Subject: Vacation Rentals
Date: Wednesday, February 5, 2025 5:16:09 PM

Warning: Unusual sender <tarpontom33@yahoo.com>

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

Reference # 24-91

Please block Vacation Rentals, operation of tourist home seasonal/short-term rentals on Riverside Drive.

Thomas Marciniak
Jo Marciniak

1433 Riverside Drive
Tarpon Springs, FL 34689

From: [Robert Redfield](#)
To: [Planning](#)
Subject: Vacation Rentals on Riverside Drive
Date: Thursday, February 6, 2025 4:24:18 PM

Warning: Unusual sender <njredfields@msn.com>

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

Good Afternoon,
I am a full time resident of Tarpon Springs residing at 1513 Ember Lane and I am definitely not on board with the vacation home rental proposed on Riverside Drive. It all too often leads to homes that become party houses, unkempt and possibly vacant for longer periods of time than expected.

Thank you,
Debbie Redfield

Sent from my iPhone

From: [Michelle Brinkos](#)
To: [Planning](#)
Subject: Application #24-91
Date: Friday, February 7, 2025 11:01:33 AM

Warning: Unusual sender <mmbrinkos@icloud.com>

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

We are opposed to seasonal short term rentals on Riverside Drive.

Myles & Michelle Brinkos
1542 Ember Lane
Tarpon Springs FL 34689

Sent from my iPhone

From: gpsylos@comcast.net
To: [Planning](#)
Cc: gpsylos@comcast.net
Subject: Application #24-91
Date: Friday, February 7, 2025 9:08:42 AM

Warning: Unusual sender <gpsylos@comcast.net>

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

Dear Planning and Zoning Board, City of Tarpon Springs, FL:

My home is LOT #2, 1686 Citrine Trail, Sunset Bay development. **My property is directly behind the applicant's subject site.**

My wife and I have owned our home since 2010 and have enjoyed the tranquility and peacefulness that this area of Tarpon Springs has offered.

We strongly object to having a tourist home (seasonal/short term rental) in our residential area.

We believe that if the application is granted, it will adversely affect our quality of life. And since it is directly behind our property, it will most certainly have a detrimental effect to our quiet enjoyment of our home and the neighborhood which is mostly all residential. Of course, the value of our property and that of our neighbors will also be adversely affected over time!

Again, we strongly oppose the pending application #24-91.

Sincerely,

George Psyllos, CPA
908-407-9080
gpsylos@comcast.net

From: [KATHLEEN ANZELON](#)
To: [Planning](#)
Subject: Application #24-91
Date: Saturday, February 8, 2025 12:51:33 PM

Warning: Unusual sender <kanzelon@aol.com>

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

I wish to state my strong objection to applicant request for conditional use approval for property located at 1529 Riverside Drive to allow the operation of a tourist home (seasonal/short-term rental) in the RM (residential multifamily) zoning district.

Kathleen M Anzelon
1601 Kismet Court
Tarpon Springs FL 34689
Sent from my iPhone

From: [Brad Harshman](#)
To: [Planning](#)
Subject: Vacation Rentals on Riverside #24-91
Date: Saturday, February 8, 2025 3:02:26 PM

Warning: Unusual sender <bharshman73@gmail.com>

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

Planning and Zoning Board;

This email is to express our concerns to allow the operations of a tourist home at 1529 Riverside Dr. This is community of neighbors and we don't want this to change by allowing this home to be a seasonal short term rental. Short term renters do not protect the quietness of the neighborhood or pride in our community like the neighbors that call this city home everyday.

Please do not allow this change in our community, we chose to live here for a reason and it was not because of the seasonal short term rentals. This also can impact our property values.

Brad Harshman

From: [ELIZABETH VON WERNE](#)
To: [Planning](#)
Subject: Ref 24-91
Date: Saturday, February 8, 2025 11:01:52 AM

Warning: Unusual sender <bvwerne@aol.com>

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

Hi. This email is to let you know I strongly oppose the approval for the vacation rental on 1529 Riverside. I live at 1539 Citrine Trail Tarpon Springs. Please confirm receipt. Thank you
Beth VonWerne.
Sent from my iPhone

From: [George](#)
To: [Kim Creighton](#)
Cc: [Patricia McNeese](#); [Allie Keen](#); [Caroline Lanford](#)
Subject: Re: To planning re: #24-91
Date: Tuesday, February 18, 2025 10:51:02 AM

Warning: Unusual sender <gefortney@gmail.com>

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

Thanks! We would like to add:

We have actually seen this happen in other places. Parties with music blasting all night long, many more guests than were allowed, people taking your parking space and parking on people's lawns. It's just a mess, one that we moved up here to avoid

Sent from my iPhone

> On Feb 18, 2025, at 10:22 AM, Kim Creighton <kcreighton@ctsfl.us> wrote:

>

> Good morning,

>

> We received your email. We will include it in the packet that is provided to the Planning and Zoning Board at the public hearing scheduled for February 24, 2025, at 6:30 P.M.

>

> If you have any questions, please let me know.

>

> Best regards,

>

> Kimberly Creighton

> Planning and Zoning Coordinator

> City of Tarpon Springs

> Phone: (727)942-5611

> Email: kcreighton@ctsfl.us

>

> -----Original Message-----

> From: Karen Lemmons <klemmons@ctsfl.us>

> Sent: Tuesday, February 18, 2025 9:11 AM

> To: Kim Creighton <kcreighton@ctsfl.us>

> Cc: Patricia McNeese <pmcneese@ctsfl.us>

> Subject: FW: To planning re: #24-91

>

> Good Morning! See below communication regarding 1529 Riverside Dr.

>

>

> Karen Lemmons

>

> Economic Development Manager

>

> City of Tarpon Springs

>

> Economic Development/PIO

>

> 61 W. Tarpon Ave.

> Tarpon Springs FL, 34689

> 727-943-4932
> Klemmons@ctsfl.us
>
>
> City Mission: To protect, preserve, and enrich the heritage, traditions, and independence of the city through quality service and a commitment to excellence.
> City Vision: An inclusive and prosperous community guided by our history, traditions, and natural environment.
>
> Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.
>
>
> -----Original Message-----
> From: George <gefortney@gmail.com>
> Sent: Monday, February 17, 2025 4:52 PM
> To: Karen Lemmons <klemmons@ctsfl.us>
> Subject: To planning re: #24-91
>
> Warning: Unusual sender <gefortney@gmail.com>
>
> You don't usually receive emails from this address.
> Make sure you trust this sender before taking any actions.
>
>
> We absolutely oppose granting approval for a tourist home/short term rental @ 1529 Riverside Dr. this is a quiet residential neighborhood, and we strongly prefer it stay that way.
> Thanks,
> George Fortney
> 1519 Ember Lane
> 34689
> 727.741,8642

From: [Eric Gardner](#)
To: [Board Of Commissioners](#); [Planning](#); [Irene Jacobs](#)
Subject: AirB&B Application #24-91, 1529 Riverside Drive
Date: Monday, February 17, 2025 5:38:52 PM

Warning: Unusual sender <eric.r.gardner1@gmail.com>

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

Hello, my name is Eric Gardner & I'm a Tarpon Springs resident living at 1501 Riverside Drive. I would like this email to please be "read into the record" for both the upcoming Planning and Zoning meeting (24 Feb) and the Board of Commissioners meeting (4 Mar) regarding AirB&B application #24-91 for the property located at 1529 Riverside Drive.

I am not only a neighbor of the proposed AirB&B, but I also informally coordinate & manage repairs at the common property (boat ramp, lot 145) owned by 18 neighbors (including the proposed AirB&B) with shared deeds to the property. My concerns are three fold:

1. As a neighbor, I have witnessed long & short term renter behaviors that have devalued the neighborhood. Examples are overcrowding/multiple families in a single home, vehicles frequently parked in yards, & limited property upkeep. These behaviors can seriously detract from the enjoyment & property values of the home owners who actually live here. Eventually, most issues are resolved by working with the new renters & land owner... but I can't imagine going through this education, communication, & fixes process on a weekly basis with AirB&B renters. Especially since the owner of the proposed AirB&B is not local. It's not fair for local homeowners to put up with "eyesore" conditions or bear the burden of communications & resolution, so that someone else can turn a profit.

2. As the manager of the shared property (boat ramp, lot 145), I can testify that when it comes to our common property, the burden above escalates significantly. Renters (especially AirB&B visitors) come here determined to access the water. Our little community ramp is not a robust structure or designed to handle that type of traffic. Inevitably, renters and other unauthorized users have caused significant damage to our property in the following ways:

- Dislocation & breakage of boat ramp pavers
- Spinning tires/holes in gravel at top of ramp... usually caused by inappropriate tow vehicles/ramp experience
- Deep ruts in mud/killing grass due to parking in soft areas
- Consuming limited parking allocated to actual owners of the lot
- Leaving the gate unlocked/unsecured allowing anyone to enter
- Inviting additional unauthorized users (friends, family, etc) which exacerbates all of the problems above

In some cases they do not know any better, in some cases they do not care. They are determined to access the water, then cause damages without reporting them, & leave. Then it's up to the owners to notice, track them down, communicate etiquette, collect money from the other homeowners, and perform costly and/or laborious repairs... or just put up with permanent damage to the beauty/functionality of our property caused by non-owners. Again, we did not ask for this AirB&B, we are not benefitting from it, & we do not want the weekly

burden of managing it or the frustration of damage to amenities that we work hard for & pay taxes on.

3. The final concern is safety/liability. The shared property (boat ramp, lot 145) is secured with a locked gate to prevent public access & related safety issues/liability. The boat ramp (pavers) and sea wall (rip rap) present dangerous slip and trip hazards with sharp edges. Again, it's a small private amenity for owners willing to navigate the risks... not a safe, public facility, and it's not meant to be. We don't have the resources or intent to upgrade the amenity to be suitable for AirB&B use, and we do not want the uninvited liability for all deeded owners to bear. This represents a safety issue for visitors and a significant financial risk for owners, and we do not accept it. Again, we did not invite this AirB&B, we do not benefit from it, and we should not be burdened with undue financial liability/risk, for someone else's convenience/profit.

The risks & damages noted above are all factual, and have actually occurred as described. We have every reason to believe that these types of damages and risks will occur with higher frequency if this AirB&B is approved. Please vote "No/Disapprove" on this AirB&B request to protect our neighborhood amenities, property values, & ensure visitor safety.

Thank you for engaging our community to seek inputs regarding this AirB&B application. We welcome any requests for additional information that our Tarpon Springs Board of Commissioners or Planning & Zoning Board may have.

Kind Regards,
Eric Gardner
(727) 484-4084

Sherry Kaeser

1682 Citrine Trail

Tarpon Springs, FL 34689

February 18, 2025

City of Tarpon Springs

Planning and Zoning Department

324 East Pine Street

Tarpon Springs, FL 34688

RE: Application #24-91

I am totally against having an Arbnb in our residential neighborhood. The people that own the house have parties once or twice a week that are so loud that I cannot have my windows open and hear the television. They do turn everything off and go inside by 10pm.

If this property is allowed to become a short-term rental I imagine the police will be called on a regular basis because of the noise after 10.

Please vote no on this application.

Sincerely,

A handwritten signature in black ink that reads "Sherry Kaeser". The signature is written in a cursive, flowing style.

Sherry Kaeser

From: [John Pratt](#)
To: [Planning](#)
Cc: [Board Of Commissioners](#); [John Pratt](#)
Subject: Application #24-91
Date: Thursday, February 20, 2025 6:07:39 PM

Warning: Unusual sender <johnpratt43@gmail.com>

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

Thank you for the opportunity to respond to application #24-91(Turow), tourist home (short-term rental) at 1529 Riverside drive. My name is John Pratt, a resident of Tarpon Springs and the owner of 1533 Riverside Drive which directly adjoins 1529 Riverside Drive.

I am in opposition of Application #24-91 for a number of concerns listed below. Said concerns are based upon the attachments provided in the packet assembled and posted on the Planning and Zoning web site.

1. I strongly disagree with the department's titled" Review Standards/Provisional Finding of Fact", point #5; property values are not expected to be adversely affected. This recommendation by the Department is extremely vague and not supported by published comments of neighborhoods and / property owners as recently as February 20, 2025 on Fox 13 News by Genevieve Curtis. Short term rentals by definition and use are predominantly used as vacation destinations and party facilities. According to my limited research this tends to lower neighborhood monetary values.

2. Under " Preliminary Staff recommendation", point #4;quiet hours shall be observed between 10:00 PM and 09:00 AM daily. I am unable to find a documented measurable value, such as decibels, which permits law enforcement, city officials, and/or the property owner/designee to take appropriate action where warranted. Said documented, measurable standards should apply to outdoor and indoor noise levels and appear in appropriate city and/or ordinances.

3.Lot # 145 is designated as a private watercraft launch. It is owned by approximately 16 owners of which Mr Turow owns one of the 16 shares. Is lot #145 therefore intended to be a part of the conditional tourist home (short-term rental)? If so, will the short term renters or owner be legally responsible for any damage to the lot caused by the renters? Wili the owner carry sufficient liability iinsurance to cover the short-term renters use of lot #145 used to launch and recover watercraft, fishing, swimming, motor vehicle and trailer use in launching/recovery? If lot #145 is not to be used as a part of the 1529 Riverside Drive then the owner/designee should be responsible to ensure the private designation of lot #145 is complied with to protect the renters as well as the owners.

It seems to me that there are outstanding issues remaining and neighborhood objections to be addressed before downgrading the serenity and values of this neighborhood !

Respectfully submitted, John Pratt. 513-500=7073

From: [Marcus Murray](#)
To: [Planning](#)
Subject: Application #24-91
Date: Saturday, February 22, 2025 4:15:00 PM
Attachments: [Outlook-jaohj5nq.png](#)
[Outlook-tqfthpb1.png](#)

Warning: Unusual sender <marcusresidentialcommercial@gmail.com>

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

Hello,

We live 2 houses away from 1529 Riverside and we are against this home being used as a short term rental.



Marcus Murray

Residential / Commercial Real Estate

Mobile: 727-755-4567

3211 Tampa Rd.
Palm Harbor, FL 34685



The Nancy Leslie Team
"Over \$200 Million sold in 2024."

From: [William Nolan](#)
To: [Planning](#)
Subject: Re: Application #24-91
Date: Sunday, February 23, 2025 3:19:50 PM

Warning: Unusual sender <wnolan1024@gmail.com>

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

I am writing this email to express my views and concerns regarding the application for operation of a tourist home at 1529 Riverside Drive, Tarpon Springs.

As a homeowner at 1664 Citrine Trail, Tarpon Springs, FL 34689, my home is located in an area that would experience firsthand the effects of the tourist home referenced above. I would like to verbalize my opposition to this proposal. Riverside Dr at above location is a quiet residential neighborhood located at the terminal end of Pointe Alexis. The impact of a constant stream of vacationers wanting to maximize their holiday time would only negatively impact the surrounding neighbors. The occupancy of 10 individuals at all times in addition to an unlimited number of daytime guests seems excessive by Florida guidelines.

The house in question does appear to be located in a coastal high hazard area though not checked on the application. I am also concerned about the qualifications and availability of the owner and agent listed. Are all geographically impacted neighbors to be supplied with contact numbers for the owner and agent should any violation or noise concerns arise? In discussion with neighbors nearby, located close to tourist homes, violations of guidelines appear to be a frequent occurrence.

Thank you for your attention in this matter. I would appreciate confirmation of receipt of this email.

William Nolan
James Stokowski
1664 Citrine Tr
Tarpon Springs, FL 34689

Kim Creighton

From: Michele Manousos
Sent: Monday, February 24, 2025 4:58 PM
To: Kim Creighton
Subject: FW: No to Airbnb

Letter for PZ Meeting.

K. Michele Manousos, CMC
Deputy City Clerk & Collector

From: Justin Drobisch [mailto:jdrobisch1@yahoo.com]
Sent: Monday, February 24, 2025 4:48 PM
To: Board Of Commissioners <boc@ctsfl.us>
Cc: Irene Jacobs <ijacobs@ctsfl.us>
Subject: No to Airbnb

Warning: Unusual sender <jdrobisch1@yahoo.com>

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

Justin Drobisch
1539 Riverside Drive
Tarpon Springs, Florida
[Jdrobisch1@yahoo.com](mailto:jdrobisch1@yahoo.com)
02/24/2025

Dear Board of Commissioners,

I hope this letter finds you well. I am writing to express my concerns regarding the introduction of an Airbnb rental property in our neighborhood. While I understand the appeal and convenience of short-term rentals for some, I feel it is important to address some of the potential issues that such rentals might bring to our community.

Firstly, one of my main concerns is the impact on the safety and security of the neighborhood. With a constant turnover of guests, it becomes more difficult to maintain a sense of familiarity and trust among neighbors. Short-term renters may not be familiar with the area or local rules, potentially leading to disturbances, property damage, or even security concerns.

Additionally, Airbnb rentals can contribute to an increase in noise levels, particularly when guests are unfamiliar with the quiet nature of the neighborhood. Loud gatherings, late-night parties, or excessive traffic can disrupt the peace that we all value so much in our community.

Another concern is the potential for a decrease in property values. As we all know, maintaining a peaceful and cohesive neighborhood is crucial for sustaining property values. The transient nature of short-term rentals may diminish the sense of permanence and stability that we currently enjoy.

Lastly, Airbnb rentals may contribute to an increase in parking issues, as guests who are unfamiliar with the area may not follow the established parking rules or be respectful of the limited spaces available to residents.

In light of these concerns, I respectfully urge you to consider the long-term implications of having Airbnb properties in our neighborhood. I truly believe that maintaining the character and integrity of our community should remain a priority for all of us.

Thank you for taking the time to consider my concerns. Please read my statement into the record for the Planning & Zoning meeting and the Board of Commissioners meeting. I appreciate your attention to this matter and hope we can find a solution that keeps our neighborhood safe, peaceful, and enjoyable for all. Please vote "do not approve".

Sincerely,
Justin Drobisch

From: [bill hanrahan](#)
To: [Planning](#)
Subject: Reference : #24-91
Date: Monday, February 24, 2025 9:31:38 AM

Warning: Unusual sender <billhrh16@gmail.com>

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

Dear Planning and Zoning Board,

I am a resident in the Sunset Bay community which have homes whose backyards border homes on Riverside Drive. This is a residential zoning district with mostly families and retirees. We purchased in this area specifically because it was quiet and did not allow short term vacation rentals.

The referenced property at 1529 Riverside Drive is one of the properties that border our neighborhood. They are asking for conditional use approval for a tourist home for seasonal and short term rental. We all know about the problems that occurred in Indian Rocks Beach once they started approving tourist home rentals. The increased noise, nonconformity to rules, increased Police calls and confrontations between residents and vacation renters. This change would also affect the valuation of our properties since it becomes less desirable to move next to vacation rental properties.

I hope you appreciate why we feel the negative impact clearly outweighs any benefit for this zoning change.

Thank you for your consideration,

William & Elaine Hanrahan
1624 Citrine Trail
Tarpon Springs

From: [Martha Hickey](#)
To: [Planning](#)
Subject: #24-91 Short term rental at 1529 Riverside Dr.
Date: Monday, February 24, 2025 9:54:55 AM

Warning: Unusual sender <marthadhickey@gmail.com>

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

I am the homeowner and full-time resident at 1619 Kismet Court, Tarpon Springs, Florida. I definitely oppose any short-term rental tourist home to be allowed in the family-type residential area where I live.

I know for a fact that this type of operation not only disrupts the tranquility of a neighborhood but it will negatively impact property values. I had this unpleasant experience in the past in another city; it definitely decreased my property value as well as those of the other residences in the area.

I checked on-line and see that there are 14 emails objecting to this being approved...now you add one more to that total...15!

Martha Hickey
1619 Kismet Court
Tarpon Springs, Florida

--

From: [Trish Hickey](#)
To: [Kim Creighton](#)
Subject: FW: Please add my letter to the city record about Airbnb's
Date: Thursday, March 6, 2025 10:55:35 AM

From: Irene Jacobs <ijacobs@ctsfl.us>
Sent: Thursday, March 6, 2025 10:19 AM
To: Renea Vincent <rvincent@ctsfl.us>; Trish Hickey <thickey@ctsfl.us>
Subject: FW: Please add my letter to the city record about Airbnb's

From: Linda Eisner <lindaeisner1515@gmail.com>
Sent: Monday, February 24, 2025 2:41 PM
To: Irene Jacobs <ijacobs@ctsfl.us>
Subject: Please add my letter to the city record about Airbnb's

External sender <lindaeisner1515@gmail.com>
Make sure you trust this sender before taking any actions.

1515 Riverside Drive, Tarpon Springs, FL 34689 516-524-1358

2/24/2025

City of Tarpon Springs
Planning and Zoning Department / BOC

Re: Against having an AirBnb on Riverside Drive

I am writing to inform the city that I am against having an AirBnb in my neighborhood.
It devalues my property plus 14 homes share a boat launch.

I am against this application.

Linda Eisner

Linda Eisner
1515 Riverside Dr.
Tarpon Springs, FL 34689
516-524-1358
lindaeisner1515@gmail.com

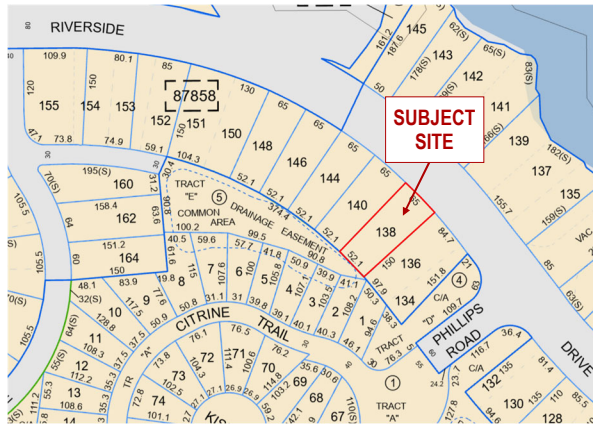
GFWC Women's Club of Tarpon Springs, Florida Inc. Membership Chair
FL Fed of Garden Clubs - Garden Club of TS Event Coordinator
Jessie's Community Garden Club President

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24-91

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611

«AddressBlock»



Application Description: The applicant is requesting conditional use approval for property located at 1529 Riverside Drive to allow the operation of a tourist home (seasonal/short-term rental) in the RM (Residential Multifamily) zoning district.

(Please Reference Application #24-91)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, February 24, 2025 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, March 4, 2025 at 6:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to Planning@ctsfl.us.



Memorandum

Date: March 11, 2025
To: Mayor and Board of Commissioners
Through: Charles Rudd, City Manager
From: Renea Vincent, Planning Director
Subject: **Resolution 2025-15: Conditional Use** for an Gaming Arcade in the HB (Highway Business) Zoning District; 40114 US Highway 19 N (Application 24-80)(**Quasi-Judicial**)(**Renea Vincent Planning and Zoning Director**)

Recommendation

Staff recommends that the Board of Commissioners review the application and take action to approve, approve with conditions, or deny Resolution 2025-15. If Resolution 2025-15 is approved, staff recommends adding the following as conditions of approval:

1. The applicant shall obtain a local business tax receipt and keep it active.
2. Operating hours are limited to 1:00 p.m. to 10:00 p.m.
3. Opaque or “blackout” window treatments or coverings shall be prohibited on all windows. All window surface treatments shall be clear/transparent to ensure full visibility into the business space.
4. This use is prohibited from serving alcoholic beverages. The City will not approve an alcoholic beverage license application.
5. The owner shall restrict use of the business to patrons of at least 18 years of age, or higher if required by state law, and shall clearly post such restriction at the customer entrance.
6. The applicant shall obtain, and submit proof of, all required state and local licenses with the application for a local business tax receipt.

Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this application at their regular meeting of February 24, 2025 with a full board present. The Board recommended approval of the application with staff conditions, and, with one member dissenting.

Background

The applicant proposes to operate a gaming arcade in a tenant space at the Olympic Plaza, located at 40114 U.S. Highway 19 North. The property is located in the Retail & Services (R&S) Future Land Use Map (FLUM) category and in the Highway Business (HB) zoning district. The HB district allows billiard halls, arcades and game rooms as conditional uses.

Project Location



Funding

Not applicable.

Strategic Plan Objective

Not applicable.



CITY OF TARPON SPRINGS
PLANNING & ZONING BOARD / BOARD OF COMMISSIONERS
[FEBRUARY 24, 2025 / MARCH 4, 2025]

STAFF REPORT
February 18, 2024

Application No. / Project Title: #24-80 / Central 7 LLC, d/b/a Lucky Spot

Staff: Patricia L. McNeese, AICP, Planning Supervisor

Applicant / Owner: Habbeb Nizar Najjar / Central 7 LLC (d/b/a Lucky Spot)

Agent: Michael G. Kouskoutis, Esq.

Property Size: 6.074 acres

Current Zoning: Highway Business (HB)

Current Land Use: R&S (Retail & Services)

Location / Parcel ID: 40114 U.S. Highway 19 North / 18-27-16-89424-000-0491

Application Type: Conditional Use (#24-80), **Resolution 2024-15**

BACKGROUND SUMMARY:

The applicant proposes to operate a gaming arcade in a tenant space at the Olympic Plaza, located at 40114 U.S. Highway 19 North. The property is located in the Retail & Services (R&S) Future Land Use Map (FLUM) category and in the Highway Business (HB) zoning district. The HB district allows billiard halls, arcades and game rooms as conditional uses.

PRELIMINARY STAFF RECOMMENDATION:

Staff recommends that the Board of Commissioners review the application and take action to approve, approve with conditions, or deny Resolution 2025-15. If Resolution 2025-15 is approved, staff recommends adding the following as conditions of approval:

1. The applicant shall obtain a local business tax receipt and keep it active.
2. Operating hours are limited to 1:00 p.m. to 10:00 p.m.
3. Opaque or "blackout" window treatments or coverings shall be prohibited on all windows. All window surface treatments shall be clear/transparent to ensure full visibility into the business space.
4. This use is prohibited from serving alcoholic beverages. The City will not approve an alcoholic beverage license application.
5. The owner shall restrict use of the business to patrons of at least 18 years of age, or higher if required by state law, and shall clearly post such restriction at the customer entrance.
6. The applicant shall obtain, and submit proof of, all required state and local licenses with the application for a local business tax receipt.



CURRENT PROPERTY INFORMATION:

Use of Property:	Shopping center
Site Features:	Buildings with tenant spaces, parking lot, drainage
Vehicle Access:	The property can be accessed from U.S. Highway 19 North and/or Mango Street

SURROUNDING ZONING & LAND USE:

	Zoning:	Land Use:
North:	HB (Highway Business), MHP (Mobile Home Park)	R&S (Retail & Services), RU (Residential Urban)
South:	HB (Highway Business)	R&S (Retail & Services), RU (Residential Urban)
East:	LC (Land Conservation)	R/OS (Recreation/Open Space)
West:	MHP (Mobile Home Park)	RU (Residential Urban)

PLANNING CONSIDERATIONS:

When considering this application, the following general site conditions, planning concepts, and other facts should be noted:

1. Per the applicant's narrative, the proposal is to operate an "adult arcade" to offer "a fun and engaging environment for clients to enjoy skilled arcade games." **PLEASE NOTE** that although the applicant refers to this use as an adult arcade, he is *not* referring to the definition of adult arcade contained in the Land Development Code (LDC) Section 54.04(A), and this application is *not* subject to compliance with LDC Section 54.00 Comprehensive Adult Use Regulations.
2. The applicant plans to open a tenant space in the Olympic Plaza shopping center located at 40114 U.S. Highway 19 North. The tenant space address is 40142/44 U.S. Highway 19 N. The applicant expects 5 to 10 customers on site "at any given time" and the hours of operation are from 1:00 pm to 10:00 pm.
3. The floor plan provided by the applicant shows twenty (20) "arcade games" and eleven (11) "computer games."
4. "Amusement games" are primarily regulated under Florida Statutes Chapter 546. The applicant may require a license from the Department of Business and Professional Regulation (DBPR). The applicant has supplied two documents apparently pertaining to sales tax. The applicant has not provided a copy of the required state license(s)/approvals for the actual operation of the business.

CONDITIONAL USE REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:

Section 209.01 of the Tarpon Springs Land Development Code (LDC) states that the Board shall not grant a conditional use unless certain standards are met and proven by competent substantial evidence. These standards, along with planning staff's provisional findings of fact are provided below:



1. Conformance with the requirements of the Land Development Code (LDC).

Provisional Findings: The project meets the requirements of the LDC. The existing shopping center has at least 182 parking spaces and meets the parking requirements of Section 127.04 for minimum parking requirements. The tenant space is existing. The applicant will be advised that building permits may be required for tenant retrofits. None have been proposed to date.

2. The use to which the property may be put is appropriate to the property in question and is compatible with existing and planned uses in the area.

Provisional Findings: The applicant is proposing a gaming arcade in Olympic Plaza, an established shopping center on U.S. Highway 19 North. The U.S. 19 properties adjacent to Olympic Plaza include retail/restaurant uses to the south and an auto service use to the north. The rest of the immediately adjacent property is residential, with a legal nonconforming mobile home community located to the south, and larger mobile home communities to the northwest (Tarpon Shores community) and southwest (Stonehedge community). The U.S. Highway 19 strip commercial area is generally the appropriate location for this type of use.

With respect to compatibility, the project is located in the City's higher-intensity commercial strip corridor along U.S. Highway 19 North. The Tarpon Springs Police Department provided feedback through the Technical Review Committee process regarding two potential concerns:

- Hours of operation to stop by 11:00 p.m.: The applicant has proposed operating hours from 1:00 p.m. to 10:00 p.m. It is recommended that this proposed operating time be included as a condition of approval.
- Maintain visibility to the interior: This concern allows City officers to be able to view the interior to ensure that it is not operating outside the established business hours and to ensure there is no changeout to unapproved gaming machines. Staff recommends adding, as a condition of approval, that blackout/opaque window screening is prohibited. All window surface must be clear/transparent to ensure visibility into the business space.

The use is not expected to generate abnormal noise. View of the parking area is already screened from residential areas by the existing buildings. The shopping center tenant spaces are located well away from the two large mobile home parks (145-280 feet). With operating hours ending at 10:00 p.m., it is thought that the use will not encourage congregation of individuals on site. The adjacent mobile home community, Palm Springs Estates, located behind Dunkin' Donuts and established in approximately 1956, is already nestled among the daily commerce activity of U.S. Highway 19 from which it gains access. There is no food or alcohol being served at this establishment, other than pre-packaged snacks and soft drinks. The Board may wish to prohibit the serving of alcoholic beverages in the future in conjunction with this use.

3. The conditional use is consistent with the goals, objectives and policies of all Elements of the City Comprehensive Plan.

Provisional Findings: The property is located in the Retail & Services (R&S) Future Land Use Map category. This area is "intended to depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the



community, provide for employment opportunities and accommodate target employment uses, and mixed use.” Retail is allowable as a primary use in this category. It is noted that the Highway Business (HB) zoning district allows both commercial recreation and commercial retail as uses by right. “Billiard halls, arcades, and game rooms” were classified as conditional uses in the HB zoning, primarily to closely scrutinize the potential for adverse community impacts that may arise from some “gaming” uses, depending on how they are operated.

Policy FLU 1.1.1 of the Future Land Use Element (2045 Comprehensive Plan) states, “Restrict the future expansion of nonconforming uses, and the establishment/expansion of uses not compatible with the established character of adjoining uses and the surrounding neighborhood.” See the discussion under criterion #2 above regarding compatibility. If approved with the recommended conditions, the proposed use is generally consistent with the Retail & Services Future Land Use Map category and the remainder of the Comprehensive Plan.

4. The conditional use will not result in significant adverse impacts to the environment or historical resources.

Provisional Findings: The property is not located in an environmentally sensitive area. The property is not located within the City’s Historic District.

5. The conditional use will not adversely affect adjoining property values.

Provisional Findings: The subject property is located on the busy commercial strip of U.S. Highway 19 North. Continued occupancy of tenant space in this aging shopping center (built in 1982) may continue to stabilize property values in this commercial corridor. The shopping center tenant spaces are located well away from the two large mobile home parks (145-280 feet) and should not noticeably affect property values there. The adjacent mobile home community, Palm Springs Estates, located behind Dunkin’ Donuts, was established in approximately 1956. It is already nestled among the daily commerce activity of U.S. Highway 19 from which it gains access. As a legal nonconforming community, the value of that property is also expected to remain stable. If approved with the recommended conditions, property values should generally be protected from adverse impacts.

6. The conditional use will not adversely impact nor exceed the capacity or the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Provisional Findings: The property is currently, and will continue to be, served with City facilities.

7. The conditional use shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.

Provisional Findings: The proposed project continues business at an existing shopping center. As long as it is operated as described and licensed, and within the proposed operating hours, it is not expected to place undue burden on the City’s law enforcement protection resources. The



recommended approval conditions will provide law enforcement with the additional documentation needed to ensure appropriate enforcement should the need arise in the future. Facilities infrastructure is in place and there will be no cost to the City to provide service.

8. The public health, safety, and welfare shall be observed with any reasonable conditions necessary.

Provisional Findings: The applicant will be required to meet all state and local laws with respect to the proposed use, and, will obtain a local business tax receipt from the City to operate the business. The Board should review the proposal with the applicant, take any incoming public comment, consult with staff as needed, and make a determination with respect to protection of public health, safety and welfare. Staff has listed recommended conditions of approval which are deemed to be reasonable. If the Board approves this use, they may wish to modify and/or add to those recommended conditions.

TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee (TRC) reviewed this project on January 9, 2025 and deemed the project complete and ready for further processing.

PUBLIC CORRESPONDENCE:

Notices were sent to property owners within 500 feet of the subject property. This included 549 addresses. Staff answered one inquiry but did not receive any comments or other responses to these notices.

ATTACHMENTS:

1. Staff Presentation
2. Draft Resolution 2025-15
3. Application and Owner Affidavit
4. Narrative and floor plan

CENTRAL 7, LLC – #24-80 CONDITIONAL USE

Planning and Zoning Board – February 24, 2025

Board of Commissioners – March 11, 2025

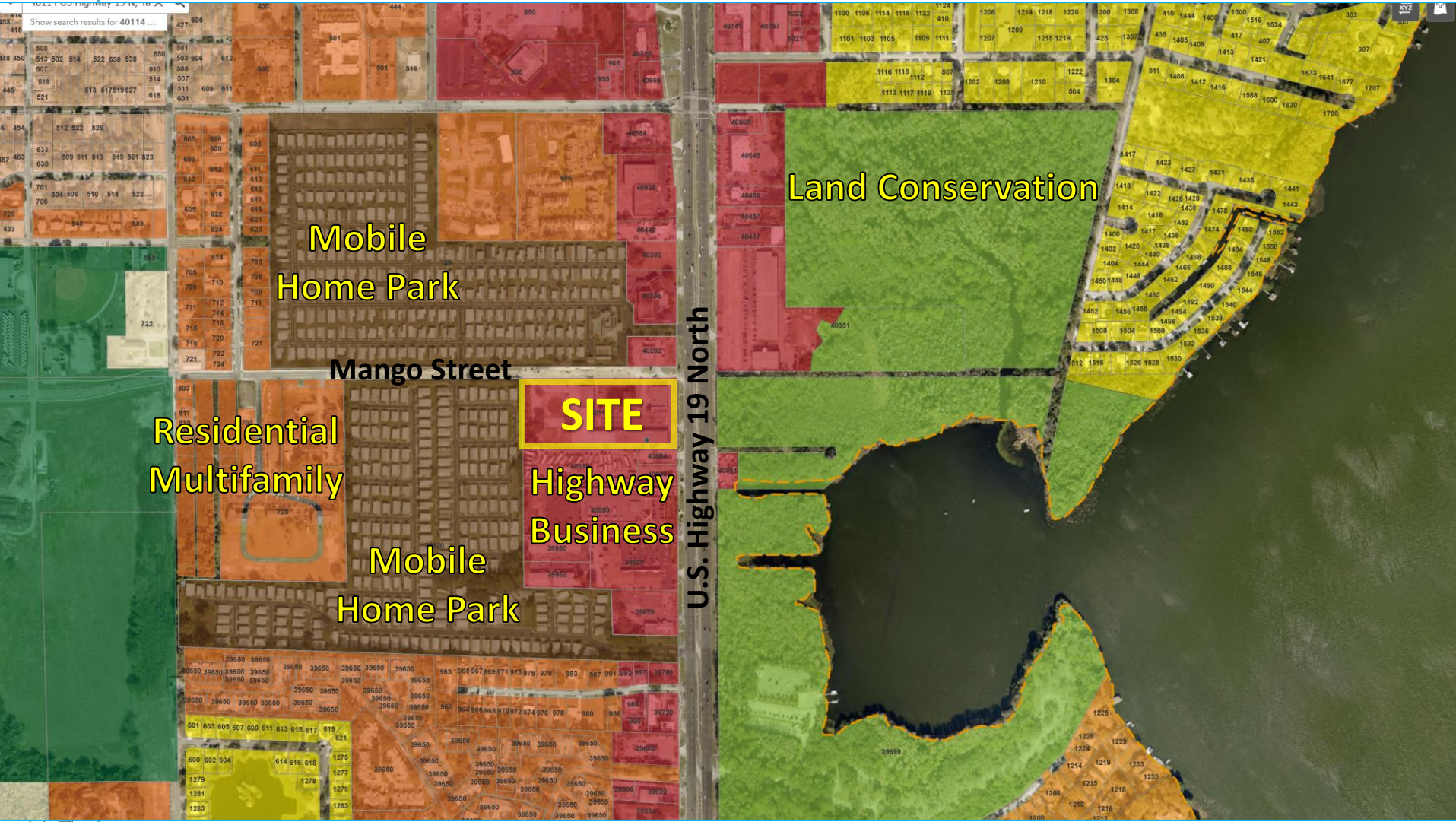


SUMMARY OF REQUEST

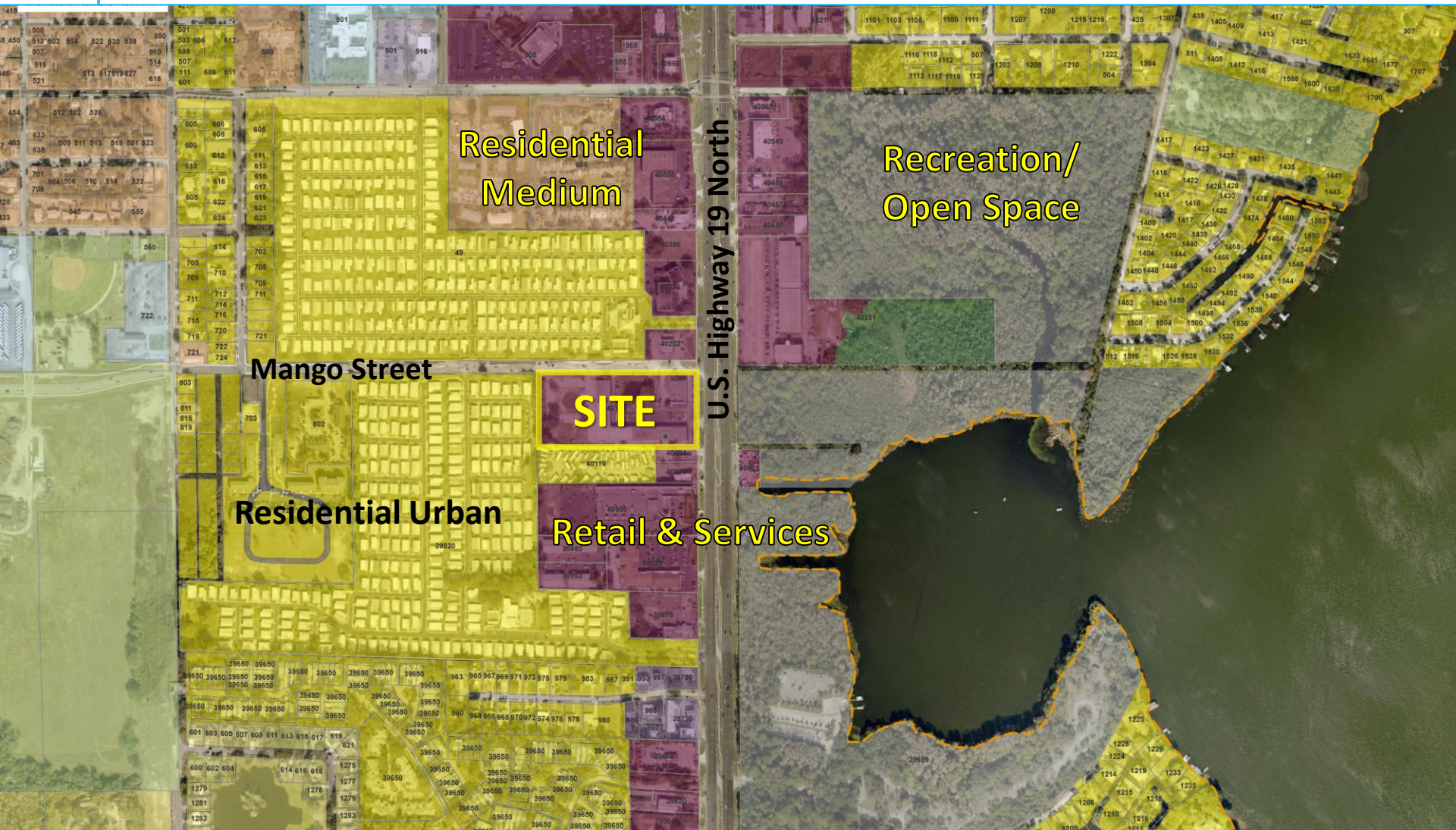
Resolution 2025-15 – Conditional Use (#24-80)

- Location: 40114 U.S. Highway 19 North
- Property Size: 6.074 acres
- Future Land Use: R&S (Retail & Services)
- Zoning: HB (Highway Business)
- Proposed Use of Property: Gaming Arcade
- Owner: Habbeeb Nizar Najjar / Central 7 LLC
- Agent: Michael G. Kouskoutis, Esq.

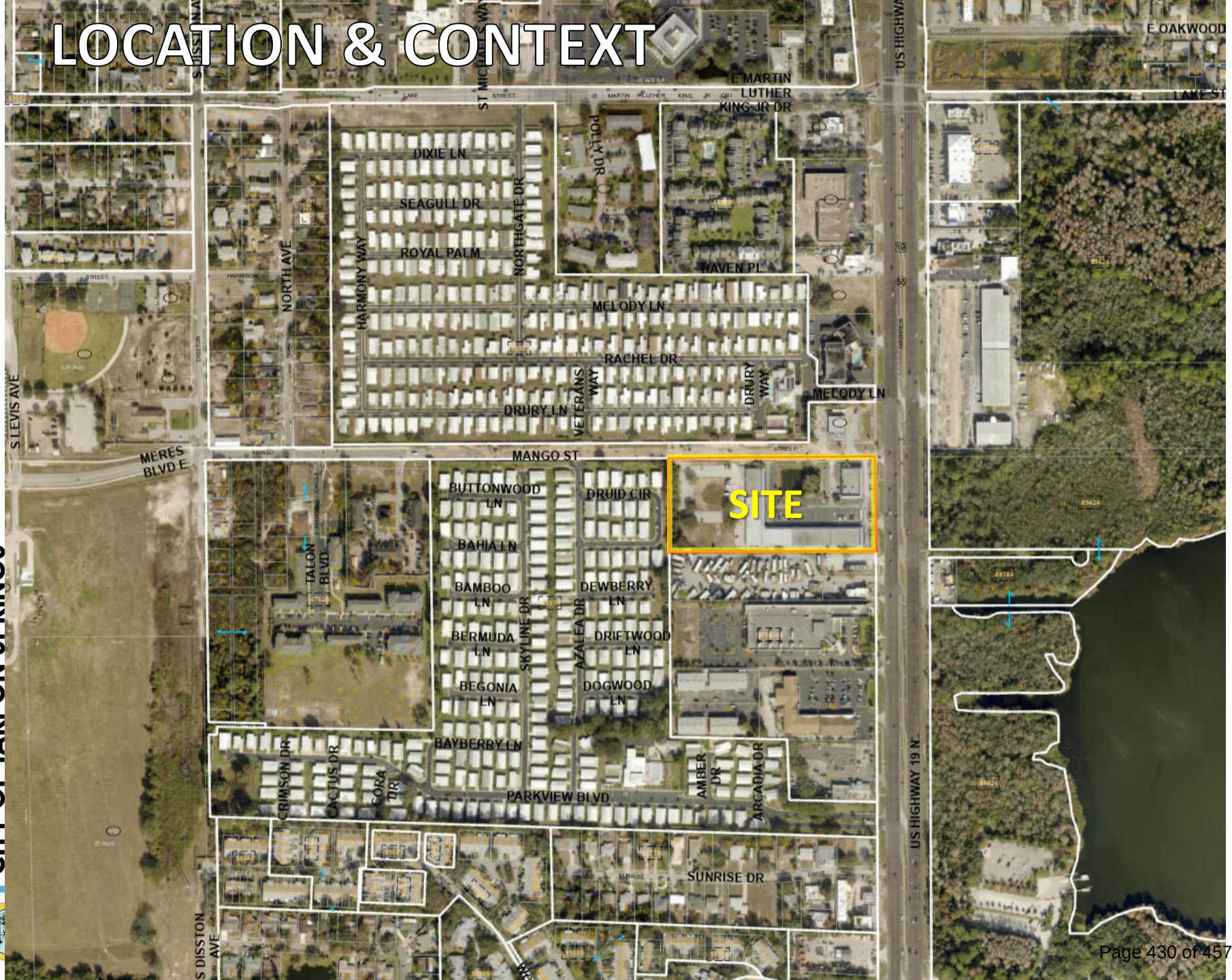
LOCATION & CONTEXT - ZONING



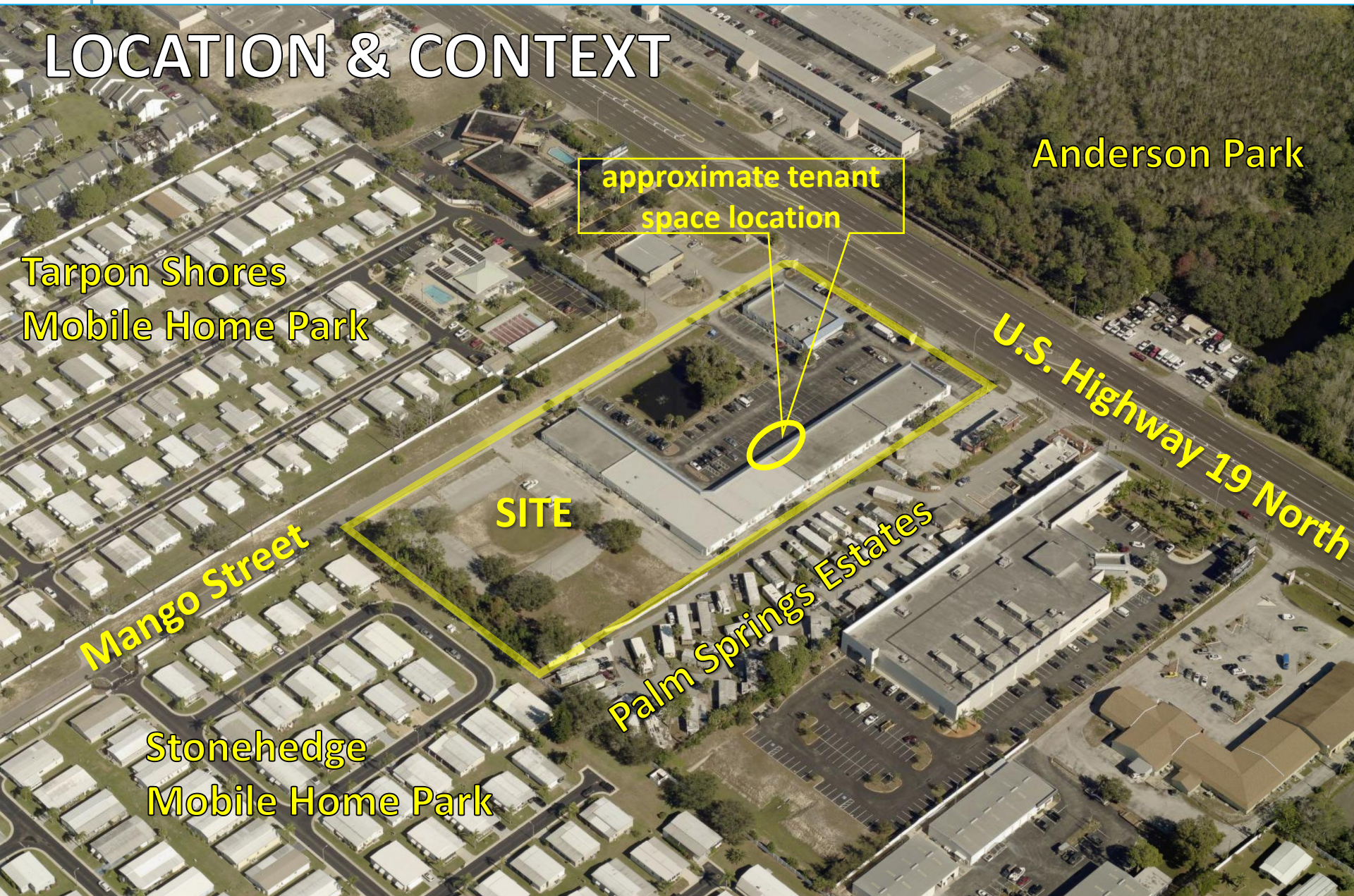
LOCATION & CONTEXT – FUTURE LAND USE



LOCATION & CONTEXT



LOCATION & CONTEXT



Tarpon Shores
Mobile Home Park

Anderson Park

U.S. Highway 19 North

Palm Springs Estates

Stonehedge
Mobile Home Park

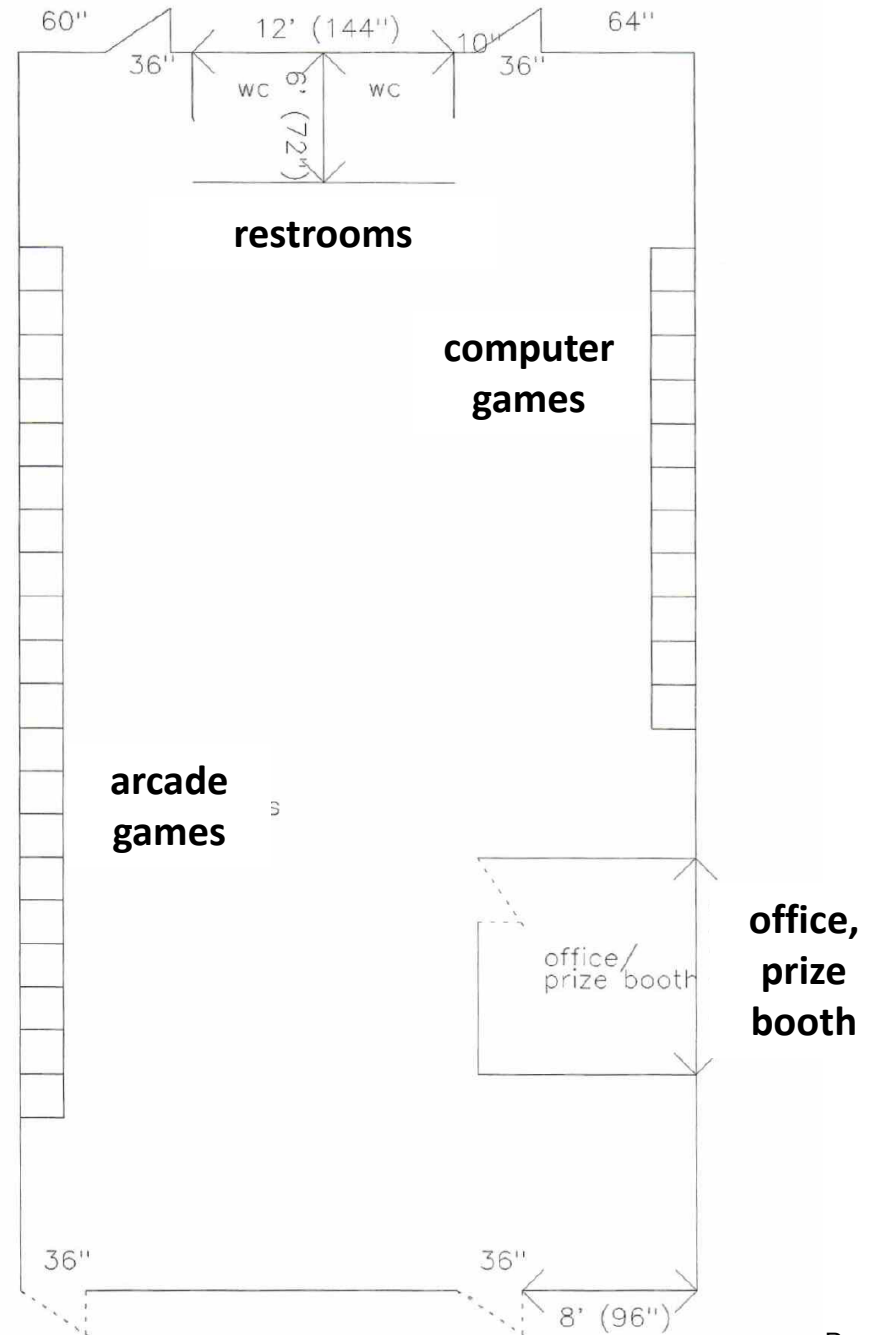
Mango Street



PROPOSED TENANT SPACE, OLYMPIC PLAZA



FLOOR PLAN





REVIEW CRITERIA – CONDITIONAL USE

1) **Conformance with the Land Development Code.**

The property conforms with the Land Development Code.

2) **The proposed use is appropriate to the property in question and compatible with the area.**

The shopping center is in the U.S. Highway 19 North commercial corridor. The use is generally appropriate. Staff recommends conditions of approval to enhance compatibility.

3) **The use is consistent with the Comprehensive Plan.**

With conditional approval addressing compatibility, the use is generally consistent with the Retail & Services Future Land Use Map category.

4) **The use will not adversely impact historical or environmental resources.**

The property is not in the Historic District and there are no environmental impacts.



REVIEW CRITERIA – CONDITIONAL USE

- 5) The use will not adversely affect adjoining property values.**

If approved with appropriate conditions adjoining property values should generally remain stable.

- 5) The use will not adversely impact nor exceed the City's capacity to serve with public facilities.**

- 6) The use shall provide for efficient and orderly development.**

Approval with conditions will ensure that law enforcement is not unduly burdened and will have the tools to monitor the use. All City facilities are currently in place and serving the property.

- 8) The public health, safety and welfare shall be observed with any reasonable conditions necessary.**

Staff has recommended reasonable conditions of approval to address public health, safety and welfare. The applicant has proposed reasonable operating hours and features.



PRELIMINARY STAFF RECOMMENDATION

#24-80, Resolution 2025-15 – Staff recommends that the Board review the project and take action to approve, approve with conditions, or deny the application. If approved, staff recommends that the following conditions be attached to the approval:

1. The applicant shall obtain a local business tax receipt and keep it active.
2. Operating hours are limited to 1:00 p.m. to 10:00 p.m.
3. Opaque or “blackout” window treatments or coverings shall be prohibited on all windows. All window surface treatments shall be clear/transparent to ensure full visibility into the business space.
4. This use is prohibited from serving alcoholic beverages. The City will not approve an alcoholic beverage license application.
5. The owner shall restrict use of the business to patrons of at least 18 years of age, or higher if required by state law, and shall clearly post such restriction at the customer entrance.
6. The applicant shall obtain, and submit proof of, all required state and local licenses with application for a local business tax receipt.

PLANNING AND ZONING BOARD RECOMMENDATION

#24-80, Resolution 2025-15 – The Planning and Zoning Board reviewed this item at their regular meeting of February 24, 2025 with a full board present. The Board voted to recommend approval of the application with staff conditions, with one Board member dissenting.

There was no public comment.

RESOLUTION NO. 2025-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #24-80 REQUESTING CONDITIONAL USE APPROVAL TO ALLOW THE OPERATION OF AN ARCADE AT 40114 U.S. HIGHWAY 19 N, IN THE HB (HIGHWAY BUSINESS) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tarpon Springs has received an application for a Conditional Use to allow for a gaming arcade on property located at 40114 U.S. Highway 19 North in the HB (Highway Business) zoning district; and

WHEREAS, Section 25.12 (C) of the Comprehensive Zoning and Land Development Code allows arcades as a conditional use in the HB (Highway Business) zoning district; and

WHEREAS, the Planning and Zoning Board held a public hearing on this application at its meeting of February 24, 2025; and

WHEREAS, pursuant to Section 209.00 of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for conditional use approval; and

WHEREAS, written legal notice of this action has been provided in accordance with Article XII of the 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: CONDITIONAL USE FINDINGS

Application Number 24-80 meets the criteria for approving a Conditional Use as set forth in Section 209.01 of the Land Development Code.

SECTION 2: CONDITIONAL USE APPROVAL

Application Number 24-80 under Resolution 2025-15, requesting Conditional Use approval to allow for an arcade on property located at 40114 U.S. Highway 19 North in the HB (Highway Business) zoning district, is approved with the following conditions:

1. The applicant shall obtain a local business tax receipt and keep it active.
2. Operating hours are limited to 1:00 p.m. to 10:00 p.m.
3. Opaque or “blackout” window treatments or coverings shall be prohibited on all windows. All window surface treatments shall be clear/transparent to ensure full visibility into the business space.
4. This use is prohibited from serving alcoholic beverages. The City will not approve an alcoholic beverage license application.
5. The owner shall restrict use of the business to patrons of at least 18 years of age, or higher if required by state law, and shall clearly post such restriction at the customer entrance.
6. The applicant shall obtain, and submit proof of, all required state and local licenses with the application for a local business tax receipt.

SECTION 3: EFFECTIVE DATE

This Resolution shall be effective upon adoption in the manner provided by law.



PLANNING & ZONING APPLICATION

INSTRUCTIONS

Please complete the application form fully and submit, with all supporting materials and applicable application addendums, **DIGITALLY** through the Planning and Zoning online application portal. If a project requires multiple application types, please complete the application form once and upload into each separate application project in goPost/ePlan.

Prior to proceeding to public hearing, an application must be deemed complete and all required application fees (see fee schedule on pages 5 and 6) **must be paid prior to public hearing**. Fees can be paid in person or mailed.

1. PROPERTY OWNER(S)

NAME TARPON SQUARE ASSOCIATES	EMAIL	
ADDRESS 40114 US HIGHWAY 19 N		
CITY TARPON SPRINGS	STATE FL	ZIP 34689
PHONE		

2. APPLICANT(S) *(if different than owner)*

NAME CENTRAL 7 LLC (d/b/a Lucky Spot)	EMAIL	
ADDRESS 40142/44 US HIGHWAY 19 N		
CITY TARPON SPRINGS	STATE FL	ZIP 34689
PHONE		

3. AGENT/REPRESENTATIVE *(if applicable)*

NAME MICHAEL G. KOUSKOUTIS	EMAIL MICHAEL@KOUSLAW.COM	
ADDRESS 623 E. TARPON AVE		
CITY TARPON SPRINGS	STATE FL	ZIP 34689
PHONE 727-421-1334		



4. APPLICATION TYPE* (Please select all that apply)

General Applications

- | | | |
|---|---|---|
| ☐ Annexation | ☐ Rezoning | ☐ Minor Plat |
| ☒ Conditional Use | ☐ Site Plan/Subdivision | ☐ Planned Development: |
| ☐ Discussion Item | ☐ Right-of-Way Vacation | ☐ Concept |
| ☐ Development Agreement | ☐ Temporary Use (Dates: _____) | ☐ Preliminary |
| ☐ Future Land Use Amendment | ☐ Final Plat | ☐ Final |
| ☐ Sidewalk Cafe | | |

Board of Adjustment Applications (BOA)

- ☐ Variance
☐ Nonconforming Lot of Record Variance
☐ FAR/ISR Adjustment
☐ Sidewalk Waiver
☐ After-the-Fact Variance
☐ De Minimis Variance

Heritage Preservation Applications (HPB)

- ☐ Certificate of Appropriateness
☐ Designation of Historic Property Form
☐ Economic Hardship Exemption Form
☐ Petition for Removal Form

* See Page 4 for required Application Addendums.

5. GENERAL INFORMATION

PROJECT NAME Central 7
ADDRESS/LOCATION 40142/44 US HIGHWAY 19 N
TAX PARCEL NUMBER(S) 18-27-16-89424-000-0491
LEGAL DESCRIPTION
SITE ACREAGE Upland _____ Wetland _____ Submerged _____ Total _____
FLOOD (check all that apply) ☐ Zone X ☐ Zone X Shaded ☐ Zone AE ☐ Zone VE ☐ Not in a Flood Zone Base Flood Elevation(s) (BFE): _____
COASTAL HIGH HAZARD AREA (CHHA) ☐ Yes, this property is located within the CHHA ☐ No, this property is not located within the CHHA

6. LAND USE & ZONING INFORMATION

CURRENT DESIGNATIONS		PROPOSED DESIGNATIONS (if applicable)	
LAND USE CATEGORY	ZONING CATEGORY	LAND USE CATEGORY	ZONING CATEGORY

7. SUMMARY/PURPOSE OF REQUEST

Central 7, LLC (d/b/a Lucky Spot) is looking to open a "skilled gaming hall" in on US 19 in Tarpon Springs. Since the location is in the Highway Business zoning district, and since the business is considered as an amusement hall/arcade, we understand that conditional use approval is required. No build out will be needed.

Lucky Spot also will donate a portion of its proceeds on a monthly basis to local non-profit organizations.



8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.

Habteb Nizar Najjar

(Applicant's Signature)

2024-11-15

(Date)

OWNER'S SIGNATURE*:

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

(Owner's Signature)

(Date)

**Not required for discussion item applications*

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

Michael G. Kouskoutis

(Agent Name, Printed)

11/15/24

(Date)

[Signature]

(Agent's Signature)

(Date)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of () physical presence or () Online notarization, this _____ day of _____, A.D., 20____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: _____

Signature: _____

Stamp: _____



APPLICATION ADDENDUMS CHECKLIST

In addition to providing the completed application, please submit the required addendums as outlined below:

ANNEXATION

- ☐ General Application Checklist

CONDITIONAL USE

- ☐ General Application Checklist
- ☐ Certificate of Concurrency Form
- ☐ Short Term Rental/Tourist Home Form, if applicable
- ☐ Alcoholic Beverage Form, if applicable

DISCUSSION ITEM

- ☐ General Application Checklist

DEVELOPMENT AGREEMENT

- ☐ Development Agreement Checklist

FUTURE LAND USE AMENDMENT

- ☐ General Application Checklist
- ☐ Certificate of Concurrency Form

REZONING

- ☐ General Application Checklist
- ☐ Certificate of Concurrency Form

SITE PLAN/SUBDIVISION

- ☐ General Application Checklist
- ☐ Site Plan Application Checklist
- ☐ Certificate of Concurrency Form
- ☐ Public Art Form

RIGHT-OF-WAY VACATION

- ☐ General Application Checklist
- ☐ Letters of No Objection Checklist

FINAL PLAT

- ☐ Final Plat Application Checklist

MINOR PLAT

- ☐ General Application Checklist

PLANNED DEVELOPMENT

- ☐ General Application Checklist
- ☐ Planned Development Application Checklist
- ☐ Certificate of Concurrency Form
- ☐ Public Art Form

BOARD OF ADJUSTMENT (BOA) APPLICATIONS

- ☐ General Application Checklist
- ☐ Variance Application Form, if applicable
- ☐ Nonconforming Lot Application Form, if applicable
- ☐ FAR/ISR Application Form, if applicable
- ☐ Sidewalk Waiver Form, if applicable
- ☐ After-the-Fact Variance Application Form, if applicable
- ☐ De Minimis Variance Form, if applicable

HERITAGE PRESERVATION BOARD (HPB) APPLICATIONS

- ☐ General Application Checklist
- ☐ Certificate of Appropriateness Form
- ☐ Designation of Historic Property Form
- ☐ Economic Hardship Exemption Form
- ☐ Petition for Designation Removal Form

SIDEWALK CAFE

- ☐ General Application Checklist
- ☐ Sidewalk Café Form, if applicable



PLANNING APPLICATION FEE SCHEDULE

Type of Application	Application Fees	Additional Fees
General Applications		
Annexation	\$0	\$500.00 Public Notice Fee
Conditional Use	\$500.00	\$150.00 Public Notice Fee
Discussion Item	\$0	-
Development Agreement		
Request to Negotiate	\$250.00	-
Development Proposal	\$2,500.00	-
Agreement Modification	\$1,000.00	-
Agreement Extension	\$250.00	-
Future Land Use Amendment	\$750.00	\$525.00 Public Notice Fee
Rezoning	\$750.00	\$525.00 Public Notice Fee
Future Land Use Amendment & Rezoning	\$1,250.00	\$525.00 Public Notice Fee
Site Plan/Subdivision		
0 – 5 Acres	\$500.00	See Stormwater/Utility Fee Tables
5.01 – 10 Acres	\$750.00	See Stormwater/Utility Fee Tables
10.01 – 15 Acres	\$1,000.00	See Stormwater/Utility Fee Tables
15.01 – 20 Acres	\$1,500.00	See Stormwater/Utility Fee Tables
20.01 Acres or More	\$2,000.00	See Stormwater/Utility Fee Tables
Site Plan Extension	\$100.00	-
Right-of-Way Vacation	50% of Appraised Value	-
Temporary Use	\$100.00	-
Mobile Food Vendor	\$25.00	-
Final Plat	\$750.00	Surveyor Review Fee Billed to Applicant
Minor Plat	\$250.00	-
Planned Development		
Conceptual Plan	\$250.00	-
Preliminary Plan	\$750.00	\$500.00 Public Notice Fee See Stormwater/Utility Fee Tables
Final Plan	\$500.00	\$500.00 Public Notice Fee See Stormwater/Utility Fee Tables
Minor Modifications	\$250.00 each	See Stormwater/Utility Fee Tables
Major Modifications	\$750.00	\$500.00 Public Notice Fee See Stormwater/Utility Fee Tables
Time Extension	\$100.00	-
Sidewalk Café	\$250.00	-
Board of Adjustment Applications		
Variance	\$250.00	\$150.00 Public Notice Fee
Sidewalk Waiver	\$250.00	\$150.00 Public Notice Fee
De Minimis Variance	\$50.00	\$0.77 Per Public Notice Letter (Adjacent Properties)
Appeal of Administrative Decision	\$250.00	\$150.00 Public Notice Fee
Heritage Preservation Board Applications		
Certificate of Appropriateness	\$50.00	\$75.00 Public Notice Fee
Designation	\$250.00	\$75.00 Public Notice Fee
Economic Hardship	\$50.00	\$75.00 Public Notice Fee



The following tables provide specific fees for drainage/stormwater and utility reviews for planned development and site plan applications. These fees are in addition to the application fees provided on the previous page.

DRAINAGE/STORMWATER REVIEW FEES

Application Type	Initial Submittal	2nd Submittal	Each Additional Submittal
Site Plan Applications			
Non-Residential	\$675.00	No Cost	\$350.00
<i>Single-Family (Detached, Attached, & Semi-Detached)</i>			
1 – 50 Lots	\$1,500.00	No Cost	\$500.00
Over 50 Lots	\$1,750.00	No Cost	\$600.00
Multi-Family	\$600.00/Building	No Cost	\$300.00/Building
Commercial	\$2,000.00	No Cost	\$1,000.00
Industrial	\$3,000.00	No Cost	\$1,500.00
Planned Development Applications			
<i>Preliminary Plan (Residential)</i>			
1 – 50 Lots	\$500.00	No Cost	\$200.00
Over 50 Lots	\$750.00	No Cost	\$300.00
Preliminary Plan (Multi-Family)	\$600.00/Building	No Cost	\$200.00/Building
Preliminary Plan (Commercial)	\$1,000.00	No Cost	\$500.00
Preliminary Plan (Industrial)	\$1,500.00	No Cost	\$750.00
<i>Final Plan (Residential – Single-Family Detached, Attached, Semi-Detached)</i>			
1 – 50 Lots	\$1,500.00	No Cost	\$500.00
Over 50 Lots	\$1,750.00	No Cost	\$600.00
Final Plan (Multi-Family)	\$600/Building	No Cost	\$300/Building
Final Plan (Commercial)	\$2,000.00	No Cost	\$1,000.00
Final Plan (Industrial)	\$3,000.00	No Cost	\$1,500.00
All Other Review Services	100% of Actual Costs		

UTILITY REVIEW FEES

Application Type	Initial Submittal	2nd Submittal	Each Additional Submittal
Site Plan Applications			
Preliminary/Final Planned Development	\$250.00	No Cost	\$250.00
Site Plan	\$250.00	No Cost	\$250.00
Downstream Analysis (<i>as necessary</i>)	100% of Actual Costs		
All Other Review Services	100% of Actual Costs		

Signature Certificate

Reference number: YVRNH-ZFUCC-XQJ5H-BXS3J

Signer

Timestamp

Signature

Habbeb Nizar Najjar

Email: habbeb.syria1993@gmail.com

Sent:

15 Nov 2024 18:25:36 UTC

Viewed:

15 Nov 2024 18:30:48 UTC

Signed:

15 Nov 2024 18:31:31 UTC

Habbeb Nizar Najjar

Recipient Verification:

✓ Email verified

15 Nov 2024 18:30:48 UTC

IP address: 172.73.248.222

Location: Lumberton, United States

Document completed by all parties on:

15 Nov 2024 18:31:31 UTC

Page 1 of 1



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8. SIGNATURE(S)/AUTHORIZATION

APPLICANT'S SIGNATURE:

The information included in and with this application is completely true and correct to the best of my knowledge. Further, it is understood that this application must be complete and accurate and the appropriate fee(s) paid prior to processing.

Habbeeb Nizar Najjar

(Applicant's Signature)

2024-11-15

(Date)

OWNER'S SIGNATURE*:

I authorize the filing of this application and will allow the Planning and Zoning Department staff to visit this property if necessary for the purpose of analyzing this request. Further, I will allow a public notice sign (if required) to be placed and remain on the property until the processing of the request is complete.

[Signature]

(Owner's Signature)

2/12/25

(Date)

*Not required for discussion item applications

AGENT AUTHORIZATION:

The agent named below is authorized to provide subject matter on the application contained herein on behalf of the property owner. The agent is authorized to discuss the application with city staff verbally or in person and to appear and represent the application at any public hearing.

Michael G. Kouskoutis

(Agent Name, Printed)

11/15/24

(Date)

[Signature]

(Agent's Signature)

(Date)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of () physical presence or

() Online notarization, this 12th day of February, A.D., 2025 by

Jessica O'Connell

, who is personally known to me or who has produced

FLDL

as identification and who did (did not) take an oath.

NOTARY PUBLIC

Name: Mary Murphy

Signature: [Signature]

Stamp:



Dear City Officials,

We are writing to introduce our business, Lucky spot , which we plan to open in Tarpon Springs. Our establishment is an adult arcade, providing a fun and engaging environment for clients to enjoy skilled arcade games. We would like to outline key aspects of our operation:

1. **Concept:** Clients will have the opportunity to insert tokens or cash into arcade machines to play various skill-based games. In return, they can earn tokens that are redeemable at our prize booth. Prizes include a variety of desirable items such as iPads, TVs, digital cameras, blow dryers, and vacuum cleaners.

2. **Facility Details:** Our arcade will feature 15 computer machines and 20 arcade game machines, ensuring a diverse gaming experience for our clientele.

3. **Customer Flow:** We anticipate having 5 to 10 customers on the premises at any given time, creating a comfortable and well-managed environment.

4. **Operating Hours:** The business will operate from 1:00 PM to 10:00 PM, accommodating customers during convenient afternoon and evening hours.

5. **Parking:** The location is within a plaza that offers ample parking spaces, ensuring accessibility and convenience for our clients.

6. **Amenities:** To enhance the customer experience, we will provide packaged snacks and soft drinks at no expense to our clients.

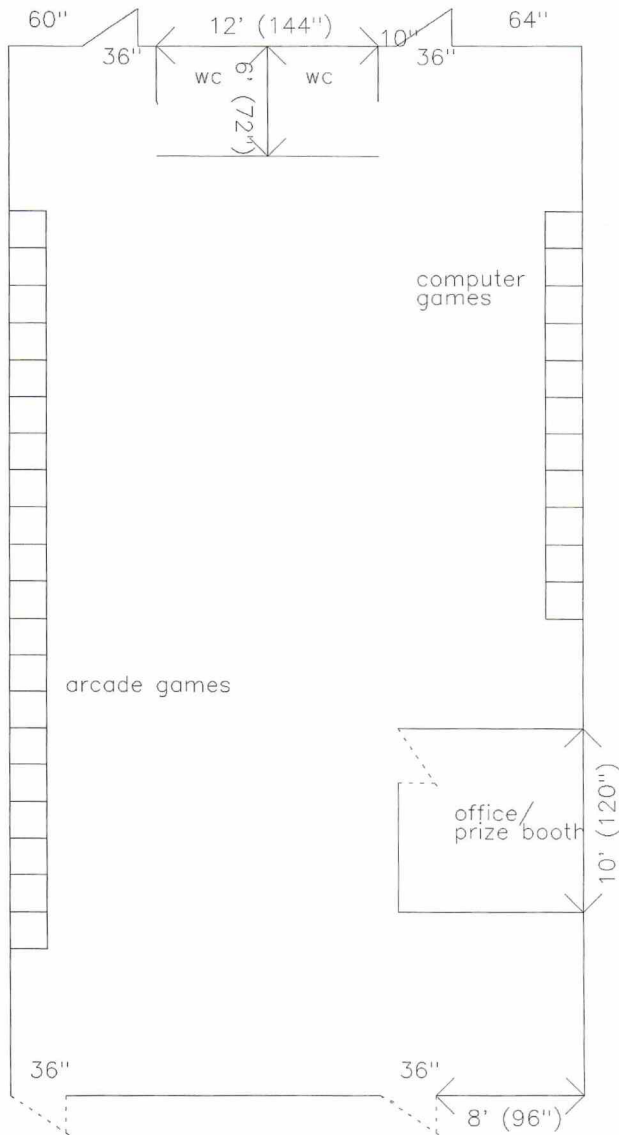
7. **Community Support:** We are committed to giving back to the community and will donate a portion of our profits to local charities in Tarpon Springs.

8. **State Certifications:** *We have already applied for both a Resale Certificate and an Amusement Certificate with the State of Florida to ensure our compliance with all necessary regulations.*

We are excited to bring this unique entertainment option to Tarpon Springs and look forward to becoming an active part of the local business community. Thank you for considering our application. We would be happy to provide additional details or answer any questions you may have.

Lucky 7 Management

1' (12")





2025 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/24

This Certificate Expires on December 31, 2025

Business Name and Location Address

Certificate Number

CENTRAL 7 LLC
40142 US HIGHWAY 19 N
TARPON SPRINGS, FL 34689-8330

62-8019628324-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

~~1-850-411-4100~~

850-617-8698

1-850-488-6800

850-717-6637
summed
05 of
10



Application for Amusement Machine Certificate

General Information and Instructions

DR-18N
N. 01/16
TC 03/22
Rule 12A-1.097, F.A.C.
Effective 01/16

A Coin-Operated Amusement Machine is any machine operated by coin, slug, token, coupon, or similar device for the purpose of entertainment or amusement. Amusement machines include: coin-operated radios and televisions, telescopes, pinball machines, music machines, juke boxes, mechanical rides, video games, arcade games, billiard tables, shooting galleries, and all other similar amusement devices.

Purpose of this Application. This application is used to obtain an annual *Amusement Machine Certificate* (DF-18C) for each location where you operate one or more coin-operated amusement machines. The annual fee is \$30 per machine. **To complete this application, you must have an active sales and use tax Certificate of Registration (Form DR-11) for each county in which the machines are operated.**

If you do not have a sales tax number for each county where your machines are located for operation, you can register to collect and report tax through our website at: floridarevenue.com. The site will guide you through an application interview that will help you determine your tax obligations. If you do not have Internet access, you can complete a paper *Florida Business Tax Application* (Form DF-1).

If you wish to operate more machines at any location than the number currently listed on your *Amusement Machine Certificate* for that location, you must complete another application and pay \$30 for each additional machine.

If you move your amusement machines from one location to another location within the same county, contact the Department to correct the machine location on your certificates. If you move your amusement machines to another county, you must first have a sales and use tax *Certificate of Registration* in that county before contacting the Department to update the machine location on your certificates.

Your amusement machine certificate expires on **June 30th** each year. **You must renew amusement machine certificates before that date.** A renewal notice containing information on your *Amusement Machine Certificates* will be mailed to you 30 to 60 days before

the certificate's expiration date. If you do not receive a renewal notice, you may use this application to renew your annual amusement machine certificates. **Be sure to check the box "Annual Renewal Application."**

Who is Required to Purchase and Display Amusement Machine Certificates? The amusement machine operator responsible for removing the receipts from the machine and paying sales tax and applicable surtax on the machine receipts is required to purchase and display the *Amusement Machine Certificates* (DR-18C).

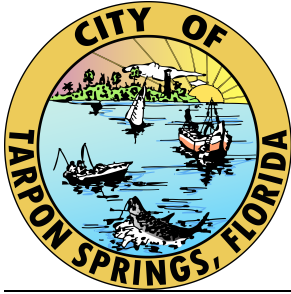
When the business owner, where the machines are located, is the owner of the amusement machines, the business owner is the amusement machine **operator** and the person required to purchase and display the *Amusement Machine Certificates*.

The business owner where the amusement machines are operated is considered to be the operator and required to purchase the *Amusement Machine Certificates*, even when the business is not the owner of the machines. However, the operator responsibilities may be otherwise specified in a **written agreement** between the business owner and the amusement machine owner.

How is the Certificate Fee Calculated? The annual certificate fee is \$30 for each machine times the maximum number of machines operated at that location. Certificates are valid for a period of one year, July 1 to June 30. **The annual fee is non-refundable and cannot be prorated based on the time of year the certificate is purchased.**

Where Do I File the Application and Required Fee? This application and the required **\$30 per machine fee** may be delivered to the nearest Florida Department of Revenue service center or mailed to the address below. Make your check (U.S. funds only) or money order payable to the Florida Department of Revenue.

**Amusement Machine Certificate
Florida Department of Revenue
PO Box 5500
Tallahassee FL 32314-5500**



City of Tarpon Springs

TRC Comment Report

324 E. Pine Street, Tarpon Springs, FL, 34689 Telephone: 727-942-5617

Project 24.80
Central 7

Project Address 40142 US HIGHWAY 19 N
Tarpon Springs, FL 34689
United States

Instructions

Please review comments below and provide any additional required information. Your project will not be scheduled for Planning and Zoning Board, Board of Adjustment, or Board of Commissioners review until all required information or revised plans are provided. If no additional information is required, you will be informed of when the project will be scheduled for public hearing by Planning and Zoning staff. Please keep in mind that the Planning & Zoning Department has 90-day suspension period from the date of the TRC review for the submittal of revisions/additional information. If revised plans/additional information are not submitted within the above referenced time frame, the application will be considered to be "EXPIRED" and a new application will have to be submitted. If you have questions concerning any of the above information, please do not hesitate to contact the Planning and Zoning Department for assistance.

Planning and Zoning

[Comment 00001]

Patricia McNeese

The property is located in the Retail & Services Future Land Use Map category and the Highway Business (HB) zoning district. The proposed use is a "skilled gaming hall." The HB zoning allows billiard halls, arcades and game rooms as a conditional use.

[Comment 00002]

Patricia McNeese

The applicant is strongly encouraged to provide a more detailed description of the use. What type of "skilled gaming" is being conducted. The applicant is also strongly encouraged to provide narrative information regarding compliance with Florida Statutes Chapter 849 and any other state and/or local (Pinellas County) laws, as applicable. This will assist the Board of Commissioners in evaluating the proposal.

[Comment 00003]

Patricia McNeese

The applicant is encouraged to include, in their narrative, a concept layout showing the physical location of the tenant space(s) being occupied, a floor plan, the expected numbers of patrons at any one time, available parking, hours of operation, whether food or drink will be served/provided, and similar information to assist planning staff and the Board of Commissioners in evaluating the use.

[Comment 00004]

Patricia McNeese

If all of the information can be submitted by January 3, 2025, this item can be scheduled for the January 27, 2025 Planning and Zoning Board meeting.

[Comment 00005]

Patricia McNeese

This document contains comments resulting from the December 5, 2024 meeting of the Technical Review Committee.

Police Department

[Comment 00006]

Michael Rolleston

Applicant is advised that black out windows are a safety and security risk. For customers and staff. It does not allow for visibility of police when checking the property during working and non working hours. Given the nature of the business and cash being on the premises, the site is at a higher risk for crime and viability is critical for safety.

[Comment 00007]

Michael Rolleston

Applicant is advised to define age requirements of the establishment.

[Comment 00008]

Michael Rolleston

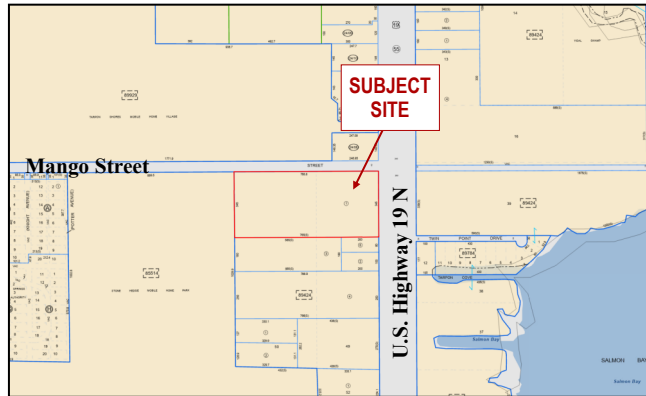
The applicant should explain fees involved in operation. Entry fee? fee for games of skill?

City of Tarpon Springs
Planning & Zoning Department
324 East Pine Street
Tarpon Springs, FL 34689

NOTICE OF UPCOMING PUBLIC HEARING REGARDING #24-80

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611

«AddressBlock»



Application Description: The applicant is requesting conditional use approval to allow an adult video arcade (game room) on the property located at 40114 U.S. Highway 19 North in the Highway Business (HB) zoning district.

(Please Reference Application #24-80)

Please be advised that the Planning and Zoning Board will hold one Public Hearing on **Monday, February 24, 2025 at 6:30 p.m.** and the Board of Commissioners will hold one public hearing on **Tuesday, March 4, 2025 at 6:30 p.m.** All public hearings are held in the **City Hall Auditorium which is located at 324 East Pine Street, Tarpon Springs, FL 34689.**

All interested parties are invited to attend this meeting to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34688, or you may email your concerns to planning@ctsfl.us. Materials related to this application may be obtained by contacting the Planning & Zoning Department during City Hall business hours. The meeting packet and meeting instructions will be posted approximately one week prior to the meeting on the City's web site at www.ctsfl.us. Any person with a disability or without access to a computer or phone requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to Planning@ctsfl.us.