



**BOARD OF COMMISSIONERS  
REGULAR WORKSHOP MEETING  
(LIGHT REFRESHMENTS @ 3:00 P.M.  
IN THE COMMISSION CHAMBERS)**

**AGENDA**

**Wednesday, March 18, 2026 at 4:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708**

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This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

*Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.*

*If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.*

- 4. REPORTING THE OFFICIAL MARCH 10, 2026 MUNICIPAL ELECTION RESULTS**

**A.** Final Official Certificates of Canvassing for March 10, 2026

- 5. INDUCTION INTO OFFICE - TWO YEAR TERM**

**A.** Commissioner District 1 - David Tagliarini

**B.** Commissioner District 2 - Charles "Chuck" Dillon

- 6. ROLL CALL**

- 7. BOARD OF COMMISSIONERS**

**A.** Tom and Kitty Stuart Park Town Hall Meeting

## 8. CITY ATTORNEY

- A. Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach - Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)

## 9. CITY MANAGER (ACTING)

- A. Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025
- B. City Hall Elevator Replacement

## 10. COMMUNITY DEVELOPMENT

- A. Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial
- B. Parking Garage Feasibility Study Quotes

## 11. FIRE

- A. Approval to Purchase Self-Contained Breathing Apparatus from Municipal Emergency Services (MES) - Piggyback on Lake County Contract 22-730G

## 12. RESPOND TO PUBLIC COMMENTS/QUESTIONS

## 13. ADJOURNMENT

**One or more Elected or Appointed Officials may be in attendance.**

*Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov).*

CERTIFICATE OF COUNTY CANVASSING BOARD  
STATE OF FLORIDA

**Pinellas County**

We, the undersigned, EDWIN JAGGER, County Judge; DAVE EGGERS, County Commissioner; and JULIE MARCUS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 13<sup>th</sup> of March, A.D., 2026, and proceeded publicly to canvass the votes given for the several offices, and persons, and amendments herein specified at the **Municipal Elections** held on the 10<sup>th</sup> day of March, A.D., 2026, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For City of Belleair Bluffs, Commissioner (Vote for up to Two), the whole number of votes cast was 546, of which number

Joe Barkley received 207 votes

Ana Hale received 147 votes

David Roberts received 192 votes

For City of Gulfport, Councilmember Ward 1, the whole number of votes cast was 2,738, of which number

Jennifer M. Daunch received 1,484 votes

Joe Guenther received 1,254 votes

For City of Gulfport, Councilmember Ward 3, the whole number of votes cast was 2,679, of which number

Jennifer N. Webb received 1,910 votes

Keri Nelson received 769 votes

For City of Indian Rocks Beach, Mayor-Commissioner, the whole number of votes cast was 1,008, of which number

Denise Houseberg received 321 votes

Lan Vaughan received 687 votes

For City of Indian Rocks Beach, Commissioner (Vote for up to Two), the whole number of votes cast was 1,810, of which number

Matthew Barrowclough received 159 votes

Don House received 124 votes

Michael Mirmanesh received 347 votes

Kellee Watt received 625 votes

Janet Wilson received 555 votes

For Town of Indian Shores, Council Member (Vote for up to Two), the whole number of votes cast was 477, of which number

Ellen A. Bauer received 185 votes

Michael P. Howard received 193 votes

Michael A. "Mike" Petruccelli received 99 votes

For Town of Kenneth City, Mayor, the whole number of votes cast was 520, of which number

Robert Arrison received 342 votes

Bonnie A. Noble received 178 votes

For City of Madeira Beach, Commissioner District 2, the whole number of votes cast was 530, of which number

Charles "Chuck" Dillon received 342 votes

Ray Kerr received 188 votes

For Town of Redington Shores, Commissioner District 1, the whole number of votes cast was 181, of which number

Douglas Harr received 100 votes

Shawn Hatfield received 81 votes

For City of Safety Harbor, Commissioner Seat 4, the whole number of votes cast was 2,764, of which number

David Gallagher received 932 votes

Kevin Shanks received 1,832 votes

For City of St. Pete Beach, Mayor-Commissioner, the whole number of votes cast was 2,997, of which number

Adrian Petрила received 1,019 votes

Scott Tate received 1,978 votes

For City of St. Pete Beach, Commissioner District 3, the whole number of votes cast was 884, of which number

Al Causey received 460 votes

Betty Rzewnicki received 424 votes

For City of Tarpon Springs, Commissioner Seat 2, whole number of votes cast was 2,832, of which number

Va Celia Koumendouros received 990 votes

Craig Lunt received 553 votes

Lori Weaver received 1,289 votes

For City of Gulfport, Referendum Questions  
City of Gulfport No. 1 Referendum Question

**Limiting Leases of City Owned Property to Five years**

The City Charter currently allows leases of City owned real property for a maximum of thirty (30) years. Shall the City Charter be amended to reduce the time period for all leases of real property owned by the City of Gulfport to a maximum of five (5) years?

YES **1,682** votes

NO **985** votes

City of Gulfport No. 2 Referendum Question

**Leases Required to be at Fair Market Value**

The City Charter presently does not provide the amount or process for a lease of City owned real property. Shall the City Charter be amended to require that all leases of City owned real property be based on Fair Market Value as determined by a licensed appraiser?

YES **1,975** votes

NO **704** votes

City of Gulfport No. 3 Referendum Question

**Terms 1**

The City Charter presently provides City Council members are elected for a two (2) year term. Shall the City Charter be amended to allow City Council members to be elected for a three (3) year term?

YES **1,320** votes

NO **1,396** votes

City of Gulfport No. 4 Referendum Question

**Terms 2**

The City Charter presently does not provide term limits. Shall the City Charter be amended to establish that the Mayor and Council Members may not serve more than three (3) consecutive terms?

YES **2,223** votes

NO **500** votes

City of Gulfport No. 5 Referendum Question

**Terms 3**

The City Charter presently does not provide term limits. Shall the City Charter be amended to require council members, who have served three (3) consecutive terms in their ward, to wait two (2) years prior to qualifying for a subsequent election for their prior office unless there are no qualified candidates for their prior office?

YES **1,949** votes

NO **590** votes

City of Gulfport No. 6 Referendum Question

**Prohibitions**

The City Charter presently provides that Council Members who are convicted of directing staff or requesting the appointment or the removal of a city employee are guilty of a criminal 2nd degree misdemeanor. Shall the City Charter be amended to remove the language regarding the potential criminal conviction of a council member of a 2nd degree misdemeanor?

YES 1,133 votes

NO 1,325 votes

City of Gulfport No. 7 Referendum Question

**Vacancies**

The City Charter generally provides for filling a vacancy on council. Shall the City Charter be amended to provide that the office of a city council member shall become vacant upon, death, resignation, removal from office, in any manner authorized by law, or forfeiture of office upon a majority vote of remaining city council members?

YES 1,582 votes

NO 891 votes

City of Gulfport No. 8 Referendum Question

**Forfeiture of Office**

The City Charter does not provide specific provisions for forfeiture of office by members of the council. Shall the City Charter be amended to provide for forfeiture of office by council members if they lack qualifications for the office; are convicted of a crime involving moral turpitude; or fail to attend three (3) consecutive regular meetings or four (4) regular meetings in a twelve (12) month period?

YES 2,165 votes

NO 354 votes

City of Gulfport No. 9 Referendum Question

**Removal From Office**

The City Charter does not provide a provision for removal of a council member from office. Shall the City Charter be amended to provide for council member removal from office for violations of the City Charter or adopted rules after an independent magistrate hearing upon which there is a finding of intentional, willful, flagrant, or continuous violations?

YES 2,352 votes

NO 174 votes

City of Gulfport No. 10 Referendum Question

**Charter Amendment**

The City Charter presently provides review every ten (10) years. Shall the City Charter be amended to provide for complete review of the City Charter by a Citizens Committee appointed by the City Council every five (5) years?

YES 1,872 votes

NO 648 votes

For Town of Kenneth City Charter Amendments  
Town of Kenneth City No. 1 Charter Amendment

**Amendment Changing Qualifications of the Town Manager**

Shall Section 3.01 of the Town Charter be amended to require that the Town Manager shall be chosen on the basis of executive and administrative qualifications, actual experience and knowledge of accepted practices and duties of the office, and have a bachelor’s degree in public administration, business or a related field; however, experience in local government administration may be considered a satisfactory substitute for a college degree?

YES 414 votes

NO 92 votes

Town of Kenneth City No. 2 Charter Amendment

**Amendment Changing Residency Requirements of Town Manager**

Shall Section 3.01 of the Town Charter be amended to require that the town manager need not be a resident of the town or Florida at the time of his or her appointment but shall within sixty (60) days after taking office reside within a radius of thirty (30) miles from the town, measured from the location of the Town Hall?

YES 292 votes

NO 208 votes

For City of Treasure Island, Proposed Charter Amendment  
City of Treasure Island Charter Amendment


**A Charter Amendment Allowing for Beach Renourishment Easements by a Majority Vote of the Commission**

Solely for the purpose of beach renourishment and maintenance, shall Section 1.02 of the City Charter be amended to allow the City Commission, by majority vote, to grant an easement on city-owned property exceeding three (3) years to the United States Army Corps of Engineers or Pinellas County, as described more fully in Ordinance No. 2025-31?


YES 864 votes

NO 87 votes

We certify that pursuant to Section 102.112, Florida Statutes, the Canvassing Board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

  
\_\_\_\_\_  
Edwin Jagger, County Judge

  
\_\_\_\_\_  
Dave Eggers, County Commissioner

  
\_\_\_\_\_  
Julie Marcus, Supervisor of Elections



TRASK  
DAIGNEAULT  
LLP  
ATTORNEYS

THOMAS J. TRASK, B.C.S.\*  
JAY DAIGNEAULT, B.C.S.\*  
ERICA F. AUGELLO, B.C.S.\*  
RANDY D. MORA, B.C.S.\*  
ROBERT M. ESCHENFELDER, B.C.S.\*  
NANCY S. MEYER, B.C.S.\*  
ZOE S. RAWLS  
TAMMI E. BACH, B.C.S.\*


*\* Board Certified by the Florida Bar in  
City, County and Local Government Law*

**MEMORANDUM**

DATE: February 17, 2026

TO: Mayor Anne-Marie Brooks  
Vice Mayor Ray Kerr  
Commissioner David Tagliarini  
Commissioner Eddie McGeehen  
Commissioner Housh Ghovae

CC: Clint Belk, Acting City Manager

FROM: Thomas J. Trask, City Attorney 

RE: Lot Mowing Lien and Special Magistrate Liens  
13225 2<sup>nd</sup> Street East, Madeira Beach  
Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39  
(Simonetta and Discount Properties of Florida LLC)

The purpose of this memorandum is to obtain your authorization to accept a \$2,149.48 settlement offer from Brian Barry, Manager of 13225 2<sup>nd</sup> St E Madeira Beach LLC, the current owner of the subject property, in exchange for a Release of Lot Mowing Lien and Special Magistrate Liens.

**BACKGROUND**

On December 27, 2007, a Lot Mowing Lien was recorded in the Official Records of Pinellas County, Florida, on the subject property against a prior owner in the amount of \$325.00. In addition,

On April 9, 2008, an Order on Violation for Later Repeat Violation and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$866.86 for this lien against a prior owner. In addition,

On April 29, 2008, an Order on Repeat Violation, Setting Continuing Fine, and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$547,500.00 for this lien against a prior owner. In addition,

February 17, 2026

Page 2

On January 6, 2009, an Order on Repeat Violation and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$2,149.48 for this lien against a prior owner. In addition,

On July 8, 2009, an Order on Violation Setting Time to Comply or Suffer a Fine and to Pay Costs and Expenses was executed by the Special Magistrate which imposed fines in the total amount of \$68,600.00 for this lien against prior owner(s).

The above liens went undiscovered through multiple title transfers. The lot mowing lien and subsequent Code Enforcement Board liens were recorded (over 15 years ago) in the Official Records of Pinellas County, Florida, against prior owners, Ilario Simonetta and Florida Discount Properties of Florida LLC a/k/a Discont Properties of Florida. All of the liens found the subject property were in violation of Sections 14-68 (Maintenance of Vegetation, Trees, Plantings and Landscaping). Compliance was achieved by a successor owner at a date unknown. Recently the current owner of the property contacted the City to advise of the owner's interest in settling these old, outstanding liens. A settlement offer in the amount of \$2,149.48 was made in exchange for a release of the lot mowing lien and the Special Magistrate liens.

### RECOMMENDATION

City staff does not object to this settlement offer. In order in order to clear up these liens and to avoid incurring additional attorney's fees, it is City staff's recommendation that the Board of Commissioners accept this settlement offer of \$2,149.48 in exchange for a Release of the lot mowing lien and the Special Magistrate liens.

Respectfully submitted.

TJT/kt

Attachments: Lot Mowing Lien and Special Magistrate Liens  
Payoffs  
Settlement Offer

cc: Clara VanBlargan, City Clerk  
Holden Pinkard, Building Compliance Supervisor  
Clint Belk, Acting City Manager

**SPECIAL MAGISTRATE LIEN**

**MADEIRA BEACH**

Ilario Simonetta  
13225 2nd Street East

as of: **October 14, 2025**

**LOT MOWING LIEN, Code 14-68**

|                  |                 |        |
|------------------|-----------------|--------|
| Fine Start       | 12/27/2007      |        |
| Fine Stop        | 12/27/2007      | 1 days |
| Rate             | \$325.00 /day   |        |
| <b>Principal</b> | <b>\$325.00</b> |        |
| <b>Recording</b> | <b>\$10.00</b>  |        |
| <b>SUB TOTAL</b> | <b>\$335.00</b> |        |

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| Interest Rate                | 0.000236986 (8.65% per annum) |            |
| <b>Interest on Principal</b> | <b>\$0.08 /day</b>            |            |
| Interest Start               | 12/27/2007                    |            |
| Today's Date                 | 10/14/2025                    | 6,502 days |
| <b>Interest</b>              | <b>\$500.79</b>               |            |
| <b>TOTAL</b>                 | <b>\$835.79</b>               |            |

**CASE NO. CEB 08.04**

|                  |                 |        |
|------------------|-----------------|--------|
| Fine Start       | 10/10/2008      |        |
| Fine Stop        | 10/10/2008      | 1 days |
| Rate             | \$866.86 /day   |        |
| <b>Principal</b> | <b>\$866.86</b> |        |
| <b>Recording</b> | <b>\$27.00</b>  |        |
| <b>SUB TOTAL</b> | <b>\$893.86</b> |        |

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| Interest Rate                | 0.000236986 (8.65% per annum) |            |
| <b>Interest on Principal</b> | <b>\$0.21 /day</b>            |            |
| Interest Start               | 10/10/2008                    |            |
| Today's Date                 | 10/14/2025                    | 6,214 days |
| <b>Interest</b>              | <b>\$1,276.56</b>             |            |
| <b>TOTAL</b>                 | <b>\$2,170.42</b>             |            |

**CASE NO. CEB 08.24**

Fine Start 5/8/2009  
Fine Stop 5/8/2009 1 days  
Rate \$2,149.48 /day  
Principal \$2,149.48

Recording \$27.00

**SUB TOTAL \$2,176.48**

Interest Rate 0.000236986 (8.65% per annum)  
Interest on Principal \$0.51 /day  
Interest Start 5/8/2009  
Today's Date 10/14/2025 6,004 days  
Interest \$3,058.42

**TOTAL \$5,234.90**

**CASE NO. CEB 08.07**

Fine Start 4/29/2008  
Fine Stop 5/28/2008 30 days  
Rate \$100.00 /day  
Principal \$3,000.00

Fine Start 5/29/2008  
Fine Stop 6/15/2008 18 days  
Rate \$250.00 /day  
Principal \$4,500.00

Fine Start 6/16/2008  
Fine Stop 5/31/2011 1080 days  
Rate \$500.00  
Principal \$540,000.00

Administrative Costs \$1,075.58  
Recording \$35.50

**SUB TOTAL \$548,611.08**

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| Interest Rate                | 0.000236986 (8.65% per annum) |            |
| <b>Interest on Principal</b> | <b>\$0.12 /day</b>            |            |
| Interest Start               | 6/1/2011                      |            |
| Today's Date                 | 10/14/2025                    | 5,250 days |
| <b>Interest</b>              | <b>\$622.09</b>               |            |
| <b>TOTAL</b>                 | <b>\$549,233.17</b>           |            |

**CASE NO. CEB 09.39**

|   |                    |          |
|---|--------------------|----------|
| Fine Start                                | 7/15/2009          |          |
| Fine Stop                                 | 5/31/2011          | 686 days |
| Rate                                      | \$100.00 /day      |          |
| <b>Principal</b>                          | <b>\$68,600.00</b> |          |
| <b>Administrative Costs</b>               | <b>\$449.46</b>    |          |
| <b>Recording</b>                          | <b>\$35.50</b>     |          |
| <b>Recording of Satisfaction of Liens</b> | <b>\$14.75</b>     |          |

**SUB TOTAL** **\$69,099.71**

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| Interest Rate                | 0.000236986 (8.65% per annum) |            |
| <b>Interest on Principal</b> | <b>\$16.26 /day</b>           |            |
| Interest Start               | 6/1/2011                      |            |
| Today's Date                 | 10/14/2025                    | 5,250 days |
| <b>Interest</b>              | <b>\$85,350.51</b>            |            |

**TOTAL** **\$154,450.22**

**GRAND TOTAL** **\$711,924.50**

This instrument was prepared by:

Name Judy Walker, City of Madeira Beach  
Address 300 Municipal Drive, Madeira Beach, FL 33708

**PLACEMENT OF LIEN**  
December 13, 2007

**NAME AND ADDRESS OF VIOLATOR**

Ilario Simonetta  
13225 2<sup>nd</sup> Street East  
Madeira Beach, FL 33708

**ADDRESS AND LEGAL DESCRIPTION OF PROPERTY WHERE VIOLATION OCCURRED**

13225 2<sup>nd</sup> Street East  
Madeira Beach, FL 33708  
Page's Replat of Mitchell's Beach Blk K, Lots 4 and 5  
Parcel Identification Number: 15/31/15/65304/011/0040

Violation of Madeira Beach Code of Ordinance Chapter 14, Section 14-68

Total Fine Due: \$325.00

I, Monica Mitchell, the undersigned, being the Finance Director for the City of Madeira Beach, Pinellas County, Florida, do hereby certify that the foregoing is a true and correct copy of a lien for violation charges to be placed on the above stated property and property owner, as per Charter of the City of Madeira Beach, Florida, Chapter 14, Section 14-68.

**WITNESS:**

Judy Walker  
Judy Walker

Monica Mitchell  
Monica Mitchell  
Finance Director

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me this 13<sup>th</sup> Day of December, 2007 by Monica Mitchell, who is personally known to me, who did not take an oath and acknowledged that she executed the foregoing lien for the purpose therein expressed.

WITNESS my hand and seal the day and year last above written.

Denise M. Schlegel

Denise M. Schlegel, Notary Public  
Commission No. DD643864



DENISE M. SCHLEGEL  
Commission DD 643864  
Expires February 25, 2011  
Bonded Through Pinellas County 888-888-7919

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS  
CITY OF MADEIRA BEACH )  
I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, County of Pinellas,  
State of Florida, do hereby certify, that Local Government Code Enforcement, City of Madeira  
Beach, FL Case No. CEB 08.04 consisting of three pages is a true and correct copy of the record in  
Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.  
I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH,  
PINELLAS COUNTY, FLORIDA this 10th day of October, 2008.



Denise M. Schlegel, City Clerk

**LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.04**

**CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,**

v.

**ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,  
Respondent.**

**ORDER ON VIOLATION FOR LATER REPEAT  
VIOLATION, AND TO PAY COSTS AND EXPENSES**

Chapter 14, Sections 14-68 & 14-68 (1) of the Code of Ordinances, City of  
Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots  
4 and 5  
13225 2nd Street East, Madeira Beach, FL

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all  
evidence received at the Special Magistrate hearing held on April 9, 2008 and, based on the  
evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did not maintain the property, its plants,  
trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation  
(collectively referred to as vegetation and organic material). The Respondent did not  
maintain the property's vegetation. The property was overgrown, and not maintained.  
Sod (grass) exceeded a maximum overall height of six inches, and other ground cover  
material exceeded an overall height of 12 inches.

**Ilario Simonetta**

**Case No. CEB 08.04**

2. Based on the testimony of Don Lewis, the City of Madeira Beach Code Compliance Officer, it is evident that the property came into compliance as of April 9, 2008.
3. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate it. The City did not seek reimbursement for staff time, but did assess the administrative fee of \$200.00 pursuant to Chapter 14, Section 14-80 of the Madeira Beach Code, and did expend \$125.00 for mowing and \$16.86 for postage (certified mail, return receipt requested) for this matter. Special Magistrate reasonably spent at least three hours at \$175 per hour to adjudicate this case.

### CONCLUSIONS OF LAW

4. The Respondent, ILARIO SIMONETTA, did violate Chapter 14, Section 14-68 & 14-68 (1) of the Madeira Beach Code. As of April 9, 2008, the Respondent was no longer in violation of Sections 14-68 & 14-68 (1) of the Madeira Beach Code.
5. The City did establish the violation to later establish a repeat violation, if any. The City seeks no fine in this case.
6. The City prevailed in the prosecution of this case and, pursuant to Chapter 2, Section 2-378(f) of the Madeira Beach Code, is entitled to recover all costs and expenses incurred. The time that the Special Magistrate spent was necessary and reasonable.

### ORDER

It is ADJUDGED that:

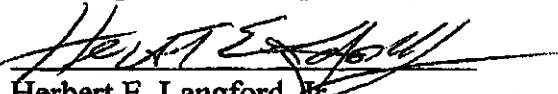
7. The Respondent, ILARIO SIMONETTA, was in compliance as of April 9, 2008 and that no fine will accrue.
8. The City did establish the violation to later establish a repeat violation, if any.
9. Separate and distinct from the amount due or fine, if any, as set forth above, the Respondent, ILARIO SIMONETTA, shall pay \$866.86 within thirty (30) days of this order toward the City's costs and expenses for the Special Magistrate. Further, the Respondent shall pay the City's additional costs and expenses, if any, to perfect and satisfy any lien that ensues from this order.

Ilario Simonetta

Case No. CEB 08.04

10. Any aggrieved party may petition the Special Magistrate to reconsider or rehear any Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.
11. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
12. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
13. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
14. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on May 12, 2008, *nunc pro tunc* to April 9, 2008.

  
Herbert E. Langford, Jr.  
Special Magistrate

Copies furnished to:  
Ilario Simonetta  
Michael A. Connolly, City Attorney


**LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.07**

**CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,**

v.

**ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,**

**Respondent.**

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS  
CITY OF MADEIRA BEACH )  
I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, County of Pinellas, State of Florida, do hereby certify, that Local Government Code Enforcement, City of Madeira Beach, FL Case No. CEB 08.07 consisting of four pages is a true and correct copy of the record in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.  
I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, this 10th day of October, 2008.  
  
Denise M. Schlegel, City Clerk

**ORDER ON REPEAT VIOLATION, SETTING CONTINUING FINE,  
AND TO PAY COSTS AND EXPENSES**

Chapter 14, Sections 14-61, 14-68 & 14-68(1), (2), (4) and (7) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots 4 and 5  
13225 2nd Street East, Madeira Beach, FL

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all evidence received at the Special Magistrate hearing held on May 14, 2008 and, based on the evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did not maintain the property, structures, and premises to certain minimum standards of maintenance, upkeep and appearance, and thereby adversely affected public health, safety, and welfare. The Respondent did not maintain the property, structures, and premises and caused undesirable and

**Ilario Simonetta**

**Case No. CEB 08.07**

detrimental conditions, including, but not limited to breeding areas and habitat for noxious, harmful or undesirable insects, pests, and animals; hazards and dangers to persons on or near the premises or property; increased risk of fire; increased risk of storm and wind damage to persons and property on or near the premises or property; cover and concealment for criminal or unlawful activity; sources of disease or illness; and diminished property values for surrounding properties.

2. The Respondent did not maintain the property, its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material).
3. The Respondent did not maintain the property's vegetation. The property is overgrown, and not maintained with a herbaceous layer of sod, a ground cover material or organic mulch. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches. The organic mulch is not maintained to retard or prevent the rapid or easy spread of fire.
4. The Respondent did not keep or maintain the vegetation or organic materials, *e.g.*, accumulation of flammable branches or leaves and dead or flammable grasses or ground cover, to avoid the promotion or allowance of easy or rapid spread of fire.
5. The Respondent allowed vegetation or organic material which evidences rodent, vermin, pest, or insect infestation, nesting or habitation to be kept on private property.
6. The Respondent allowed dead and dying trees, bushes, shrubs, or other natural growth, or the branches or limbs thereof, which constitute a hazard to persons and property by reason of rot, deterioration, storm damage, or any other cause, and failed to prune and trim to prevent such hazard or danger.
7. The Respondent has previously been found in violation of Sections 14-68 & 14-68(1), within five years and therefore is a repeat violator. *See* Case Number CEB 08.04.
8. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate it. The City did not seek reimbursement for staff time, but did assess the administrative fee of \$200.00 pursuant to Section 14-80 of the Madeira Beach Code, did expend \$125.00 for mowing and \$50.58 for postage (certified mail, return receipt requested) for this matter. Special Magistrate reasonably spent at least four hours at \$175 per hour to adjudicate this case.



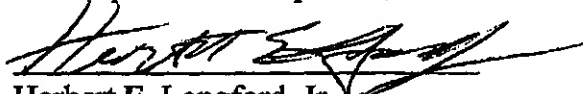
Ilario Simonetta

Case No. CEB 08.07

Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.

- 16. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
- 17. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
- 18. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 19. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on May 23, 2008 *nunc pro tunc* to April 29, 2008.

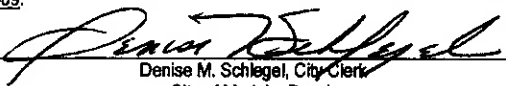
  
 Herbert E. Langford, Jr.  
 Special Magistrate

Copies furnished to:  
 Ilario Simonetta  
 Michael A. Connolly, City Attorney

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) SS  
CITY OF MADEIRA BEACH )

I, Denise Schlegel, the duly appointed City Clerk of the City of Madeira Beach, Florida, do hereby certify, that CASE No. CEB 08.24, consisting of three pages, is a true and correct copy of the records in Madeira Beach City Hall located at 300 Municipal Drive, Madeira Beach, Florida 33708.

IN WITNESS WHEREOF, I have hereto sent my hand and affixed the corporate seal of the said CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, this 8th day of May, 2009.

  
Denise M. Schlegel, City Clerk  
City of Madeira Beach

LOCAL GOVERNMENT CODE ENFORCEMENT  
CITY OF MADEIRA BEACH, FLORIDA  
Case No. CEB 08.24

CITY OF MADEIRA BEACH, FLORIDA,  
Petitioner,

v.

ILARIO SIMONETTA  
13225 2nd Street East  
Madeira Beach, FL 33708,  
Respondent.

**ORDER ON REPEAT VIOLATION, AND TO PAY COSTS AND EXPENSES**

Chapter 14, Section 14-68 and 14-68(1) of the Code of Ordinances, City of Madeira Beach, Florida (Madeira Beach Code)

LEGAL DESCRIPTION: Page's Replat of Mitchell's Beach, Block K, Lots 4 and 5  
13225 2nd Street East, Madeira Beach, FL 33708

PARCEL IDENTIFICATION NUMBER: 15/31/15/65304/011/0040

Special Magistrate, Herbert E. Langford, Jr., has heard testimony and reviewed all evidence received at the Special Magistrate hearing held on December 10, 2008 and, based on the evidence, enters the following findings of fact, conclusions of law and order.

**FINDINGS OF FACT**

1. The Respondent, ILARIO SIMONETTA, did again not maintain the property, its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material). The Respondent did again not maintain the property's vegetation. The property was overgrown, and not maintained. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches.

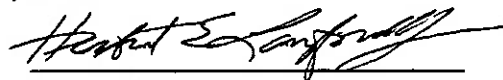


Simonetta, Ilario

Case No. CEB 08.24

- 7. Any aggrieved party may petition the Special Magistrate to reconsider or rehear any Order resulting from a public hearing. This petition must be made in writing and filed with the City Clerk no later than thirty (30) days after the execution of the Order and prior to the filing of any appeal. The only grounds for a petition to reconsider or rehear are that there is newly discovered relevant evidence that was not available and known to the aggrieved party at the time of the public hearing, or that the Special Magistrate made a mistake in determination of a relevant fact. The Special Magistrate will not hear oral argument or evidence in determining whether to grant the petition to reconsider or rehear.
- 8. Upon the Respondent's failure to timely comply or pay the appropriate fine for any untimely compliance, or pay the amount toward costs and expenses as set forth above, and after the thirty (30) days referenced in the preceding paragraph, the City shall send the Respondent an Affidavit of Noncompliance by certified mail, return receipt requested.
- 9. If the Respondent fails to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondent shall be deemed to acknowledge the noncompliance with the Order.
- 10. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violator, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 11. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.

DONE AND ORDERED on January 06, 2009.



Herbert E. Langford, Jr.  
Special Magistrate

Copies furnished to:  
Ilario Simonetta  
Michael A. Connolly, City Attorney



**FINDINGS OF FACT**

1. At all times material hereto, the above described real property was owned by the Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC.
2. The Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC, did not maintain its plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation (collectively referred to as vegetation and organic material). The property was overgrown and not maintained. Sod (grass) exceeded a maximum overall height of six inches, and other ground cover material exceeded an overall height of 12 inches. In addition, the vegetation or organic material has been maintained in a manner which could promote or allow the easy or rapid spread of fire.
3. Such conditions constitute a violation of Section 14-68(1) and (2) of the Madeira Beach Code, as previously cited by the City.
4. Such conditions existed as of the date of the issuance of the Notice of Violation issued herein on May 27, 2009, and has continued up until the date of this hearing.
5. The City incurred costs for the prosecution of this case and expenses for the Special Magistrate to adjudicate the case. The City did not seek reimbursement for staff time, but did expend \$11.96 for postage (certified mail, return receipt requested).
6. Special Magistrate reasonably spent at least two and one-half hours at \$175.00 per hour to receive and review the docket and agenda pertaining to this matter, reviewing and researching the appropriate City Code provisions, conducting the hearing herein, and adjudicating this matter to include the preparation of this Order.

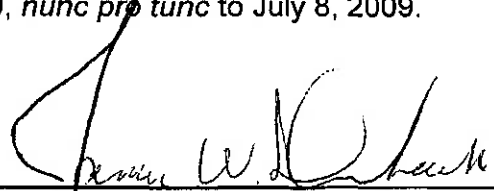
**CONCLUSIONS OF LAW**

7. The Respondents, ILARIO SIMONETTA and DISCOUNT PROPERTIES OF FLORIDA, LLC, a/k/a DISCONT PROPERTIES OF FLORIDA, LLC, and the above-referenced property, is in violation of Chapter 14 Section 14-68(1) and (2) of the Madeira Beach Code.
8. The City prevailed in the prosecution of this case and, pursuant to Chapter 2, Section 2-378(f) of the Madeira Beach Code, is entitled to recover all costs and expenses incurred. The time that the Special Magistrate spent was necessary and reasonable.



- 15. If the Respondents fail to file a written objection within fifteen (15) days from the date of mailing the Affidavit of Noncompliance, the Respondents shall be deemed to acknowledge the noncompliance with the Order.
- 16. Thereafter, a certified copy of this Order shall be recorded in the Official Records of the Clerk of the Circuit Court for Pinellas County, Florida, and once recorded shall constitute a lien against any real or personal property owned by the violators, superior to all other liens except a lien for taxes, pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes.
- 17. A fine imposed pursuant to law continues to accrue until the violator comes into compliance or until a judgment is rendered in a suit to foreclose on a lien filed pursuant to Section 2-378, Madeira Beach Code and Chapter 162, Florida Statutes, whichever occurs first.
- 18. The undersigned Special Master hereby reserves jurisdiction of this cause to enter any amended or supplemental Orders as may be appropriate to enforce the terms of this Order, or to assess any further amounts that may be expended by the City for performing any corrective action herein.

DONE AND ORDERED on August 12, 2009, *nunc pro tunc* to July 8, 2009.



James W. Denhardt  
Special Magistrate

Copies furnished to:  
Ilario Simonetta  
Discount Properties of Florida, LLC  
a/k/a Discont Properties of Florida, LLC  
Michael A. Connolly, City Attorney

02/11/2026

To:Whom it may concern.

Dear Madam Mayor and Commissioners,

I am the new owner of the property at 13225 2nd Street E, Madeira Beach.

It recently came to light that the property carries an old fine/lien originally issued over 17 years ago—dating back to 2008, when an owner four (4) transfers prior received citations for mowing and tree violation. Since that time, the property has changed hands several times, and each new owner maintained it responsibly and in compliance with city standards.


Unfortunately, this decades-old fine went undiscovered through multiple title transfers and compliance checks.

This appears to be a simple and unfortunate case of an unnoticed administrative carryover—one that no current or recent owner had any knowledge of or responsibility for.

In the spirit of fairness and compassion, we respectfully request that the City waive these fines in full. If complete relief is not possible, we ask that the City consider accepting payment of the original \$2,149.48 fine as a symbolic resolution to close this matter in good faith. The amount is in escrow and awaiting transfer upon your acceptance of the offer to settle.

We greatly appreciate your time, understanding, and commitment to fairness in our community.

Respectfully,

 datloop verified  
02/13/26 12:30 PM EST  
BTCW-N6HM-LPCR-OR7D

Brian Barry

Manager

13225 2nd St E Madeira Beach. LLC,

a Delaware limited liability company.

**From:** [Gulf Beaches Public Library](#)  
**To:** [Erin Schoos](#); [Helen Price](#); [Deb Toth](#); [Richard Nagrabski](#); [David Will](#); [VanBlargan, Clara](#); [cityclerk@mytreasureisland.org](mailto:cityclerk@mytreasureisland.org); [Redington Shores](#); [Redington Beach](#); [townclerk@townofnrb.com](mailto:townclerk@townofnrb.com)  
**Subject:** 2025 Library Audit Gulf Beaches  
**Date:** Wednesday, February 25, 2026 2:57:57 PM  
**Attachments:** [C&J Audit for 2025.pdf](#)

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

Hello,

Attached is the 2025 audit for Gulf Beaches Library. As stated in the service agreement, the audit gets sent out by March 1.

Kind Regards, Stanley Silverstein, Acting Director Gulf Beaches Public Library 200 Municipal Drive Madeira Beach, FL 33708 727-391-2828 [gulfbeacheslibrary@icloud.com](mailto:gulfbeacheslibrary@icloud.com)

**GULF BEACHES PUBLIC LIBRARY, INC.**

**Audited Financial Statements**

**September 30, 2025**

**CRAWFORD & JONES, CPA'S**



**CERTIFIED PUBLIC ACCOUNTANTS**

**GULF BEACHES PUBLIC LIBRARY, INC.****September 30, 2025****TABLE OF CONTENTS**

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|  |       |
|--|-------|
| INDEPENDENT AUDITOR'S REPORT   | 1     |
| AUDITED FINANCIAL STATEMENTS   |       |
| STATEMENT OF FINANCIAL POSITION  | 2     |
| STATEMENT OF ACTIVITIES  | 3     |
| STATEMENT OF FUNCTIONAL EXPENSES                                       | 4     |
| STATEMENT OF CASH FLOWS  | 5     |
| NOTES TO FINANCIAL STATEMENTS  | 6-11  |
| ADDITIONAL INFORMATION   |       |
| INDEPENDENT AUDITOR'S REPORT ON<br>ADDITIONAL INFORMATION              | 12    |
| SCHEDULE 1 - SCHEDULE OF REVENUE AND EXPENSES<br>BY SOURCE (Unaudited) | 13-14 |

CERTIFIED PUBLIC ACCOUNTANTS

Paul J. Crawford, CPA  
Richard J. Jones, Jr., CPA

Members:  
American Institute of CPAs  
Florida Institute of CPAs

## INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees  
Gulf Beaches Public Library, Inc.

### Opinion

We have audited the accompanying financial statements of Gulf Beaches Public Library, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2025, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gulf Beaches Public Library, Inc. as of September 30, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gulf Beaches Public Library, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Gulf Beaches Public Library, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

400 Douglas Ave, Suite D • Dunedin, Florida 34698  
(727) 441-9435 • Fax (727) 441-4233  
Email: [CANDJCPA@aol.com](mailto:CANDJCPA@aol.com)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gulf Beaches Public Library, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gulf Beaches Public Library, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Crawford & Jones, CPA's*

Crawford & Jones, CPAs

Dunedin, Florida

December 20, 2025

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**September 30, 2025**

**ASSETS**

## CURRENT ASSETS

|                             |                       |
|-----------------------------|-----------------------|
| Cash and cash equivalents   | \$ 615,285            |
| Prepaid expenses            | <u>12,872</u>         |
| <b>TOTAL CURRENT ASSETS</b> | <b><u>628,157</u></b> |

## PROPERTY AND EQUIPMENT

|                                     |                       |
|-------------------------------------|-----------------------|
|                                     | 1,317,230             |
| Less accumulated depreciation       | <u>(532,209)</u>      |
| <b>TOTAL PROPERTY AND EQUIPMENT</b> | <b><u>785,021</u></b> |

## INEXHAUSTIBLE COLLECTIONS AND BOOKS

|  |          |
|--|----------|
|  | <u>-</u> |
|--|----------|

**TOTAL ASSETS**

|  |                                   |
|--|-----------------------------------|
|  | <b><u><u>\$ 1,413,178</u></u></b> |
|--|-----------------------------------|

**LIABILITIES AND NET ASSETS**

## CURRENT LIABILITIES

|                  |                 |
|------------------|-----------------|
| Accrued expenses | <u>\$ 3,373</u> |
|------------------|-----------------|

**TOTAL LIABILITIES**

|  |              |
|--|--------------|
|  | <u>3,373</u> |
|--|--------------|

**NET ASSETS**

|                            |           |
|----------------------------|-----------|
| Without Donor Restrictions | 1,409,805 |
| With Donor Restrictions    | <u>-</u>  |

**TOTAL NET ASSETS**

|  |                  |
|--|------------------|
|  | <u>1,409,805</u> |
|--|------------------|

**TOTAL LIABILITIES AND NET ASSETS**

|  |                                   |
|--|-----------------------------------|
|  | <b><u><u>\$ 1,413,178</u></u></b> |
|--|-----------------------------------|

The accompanying notes are an integral part of these financial statements.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**STATEMENT OF ACTIVITIES**  
**Year Ended September 30, 2025**

|  | <u>Without<br/>Donor<br/>Restrictions</u> | <u>With Donor<br/>Restrictions</u> | <u>Total</u>        |
|--|---|------------------------------------|---------------------|
| <b>SUPPORT AND REVENUE</b>               |   |                                    |                     |
| Fees for services                        |   |                                    |                     |
| Appropriations from municipalities       | \$ 396,722                                | \$ -                               | \$ 396,722          |
| Proceeds from Library Cooperative        | 292,754                                   | -                                  | 292,754             |
| Insurance Recovery                       | 383,653                                   | -                                  | 383,653             |
| Contributions                            | 157,917                                   | -                                  | 157,917             |
| Other income                             | 5,415                                     | -                                  | 5,415               |
| Non-resident members                     | 780                                       | -                                  | 780                 |
| Rentals and book fines                   | 516                                       | -                                  | 516                 |
| Fundraising                              | 109                                       | -                                  | 109                 |
| Interest income                          | 9   | -                                  | 9                   |
| Funds released from restrictions         | -   | -                                  | -                   |
| <b>TOTAL SUPPORT AND REVENUE</b>         | <u>1,237,875</u>                          | <u>-</u>                           | <u>1,237,875</u>    |
| <b>EXPENSES</b>                          |   |                                    |                     |
| Program services                         |   |                                    |                     |
| Public library                           | 504,487                                   | -                                  | 504,487             |
| Supporting services                      |   |                                    | -                   |
| General administration                   | 524,174                                   | -                                  | 524,174             |
| <b>TOTAL EXPENSES</b>                    | <u>1,028,661</u>                          | <u>-</u>                           | <u>1,028,661</u>    |
| <b>INCREASE/(DECREASE) IN NET ASSETS</b> | 209,214                                   | -                                  | 209,214             |
| <b>NET ASSETS AT BEGINNING OF YEAR</b>   | <u>1,200,591</u>                          | <u>-</u>                           | <u>1,200,591</u>    |
| <b>NET ASSETS AT END OF YEAR</b>         | <u>\$ 1,409,805</u>                       | <u>\$ -</u>                        | <u>\$ 1,409,805</u> |

The accompanying notes are an integral part of these financial statements.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**Statement of Functional Expenses**  
**Year Ended September 30, 2025**

Item 9A.

|                                     | <b>Program<br/>Services</b> | <b>Support<br/>Services</b> | <b>Total</b>        |
|-------------------------------------|-----------------------------|-----------------------------|---------------------|
| <b>EXPENSES</b>                     |                             |                             |                     |
| <b>PERSONNEL</b>                    |                             |                             |                     |
| Salaries                            | \$ 242,808                  | \$ 46,249                   | \$ 289,057          |
| Payroll taxes                       | 17,874                      | 3,405                       | 21,279              |
| Pension plan                        | 10,664                      | 2,031                       | 12,695              |
| Insurance                           | 760                         | 145                         | 905                 |
|                                     | 272,106                     | 51,830                      | 323,936             |
| <b>OPERATING</b>                    |                             |                             |                     |
| Repairs and maintenance - hurricane | -                           | 444,353                     | 444,353             |
| Books, publications and materials   | 66,307                      | -                           | 66,307              |
| Depreciation                        | 45,705                      | 5,078                       | 50,783              |
| Insurance - general                 | 34,708                      | 3,856                       | 38,564              |
| Repairs and maintenance - general   | 19,392                      | 2,155                       | 21,547              |
| Telephone                           | 15,152                      | 1,684                       | 16,836              |
| Professional fees                   | -                           | 12,240                      | 12,240              |
| Utilities                           | 10,479                      | 1,164                       | 11,643              |
| Subscriptions                       | 10,731                      | -                           | 10,731              |
| Contract services                   | 7,193                       | 799                         | 7,992               |
| Departmental supplies               | 6,766                       | -                           | 6,766               |
| Other                               | 6,404                       | -                           | 6,404               |
| Office supplies                     | 5,245                       | 583                         | 5,828               |
| Rentals and leases                  | 3,892                       | 432                         | 4,324               |
| Postage                             | 323                         | -                           | 323                 |
| Membership dues and training        | 84                          | -                           | 84                  |
|                                     | 232,381                     | 472,344                     | 704,725             |
| <b>TOTAL EXPENSES</b>               | <b>\$ 504,487</b>           | <b>\$ 524,174</b>           | <b>\$ 1,028,661</b> |

The accompanying notes are an integral part of these financial statements

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**STATEMENT OF CASH FLOWS**  
**Year Ended September 30, 2025**

**CASH FLOWS FROM OPERATING ACTIVITIES**

|   |                |
|---|----------------|
| Increase in net assets  | \$ 209,214     |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: |                |
| Depreciation  | 50,783         |
| Decrease in operating assets  |                |
| Prepaid expenses  | (4,575)        |
| Decrease in operating liabilities   |                |
| Accrued expenses  | <u>(2,702)</u> |

**NET CASH PROVIDED BY OPERATING ACTIVITIES**

252,720

**CASH FLOWS FROM INVESTING ACTIVITIES**

|                                     |                  |
|-------------------------------------|------------------|
| Purchases of property and equipment | <u>(142,498)</u> |
|-------------------------------------|------------------|

**NET CASH USED BY INVESTING ACTIVITIES**

(142,498)

**NET INCREASE IN CASH AND CASH EQUIVALENTS**

110,222

**CASH AND CASH EQUIVALENTS**

|                          |                |
|--------------------------|----------------|
| <b>BEGINNING OF YEAR</b> | <u>505,063</u> |
|--------------------------|----------------|

**CASH AND CASH EQUIVALENTS**

|                    |                          |
|--------------------|--------------------------|
| <b>END OF YEAR</b> | <u><u>\$ 615,285</u></u> |
|--------------------|--------------------------|

The accompanying notes are an integral part of these financial statements.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Activities** - Gulf Beaches Public Library, Inc. (the Library) is non-profit organization that operates a circulating library located in Madeira Beach, Florida primarily for the benefit of five local municipalities, and other members, pursuant to an interlocal agreement for the provision of a cooperative library service for Pinellas County.

**Basis of Presentation** - The financial statements of the Library have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Library to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Library management and the board of directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature. Those restrictions will be met by actions of the Library or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the fund be maintained in perpetuity.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

**Cash Equivalents** - For purposes of financial statement presentation, the Library considers highly liquid debt instruments with original maturities of three months or less to be cash equivalents.

**Contributions** - Contributions received are recorded as with restrictions or without restrictions depending on the existence or nature of any donor imposed restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Property and Equipment** - Depreciation is calculated using the straight line method based on the estimated useful lives of the assets which range from 3 to 46.5 years for building and equipment. Assets are recorded at cost, if purchased and at fair market value, if donated. Assets with a useful life greater than one year and with a cost in excess of \$1,000 are capitalized.

**Contributed Facilities** - The Library occupies, without charge, certain land that is government-owned. No revenue or expense has been recognized in these financial statements as the Library does not have a clearly measurable and objective basis for determining the value.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONT'D**

**Contributed Services** - The Library receives donated services from a variety of unpaid volunteers. No dollar amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

**Contributions In-Kind** - In-kind contributions and related expenses are reflected in the financial statements at their estimated values at date of receipt.

**Compensated Absences** - The Employment Manual provides that any unused vacation time at the end of the calendar year shall be paid as wages and is not available to be carried over to the next year. Amounts accrued at the fiscal year end (\$3,500) under this provision are included in accrued expenses.

**Inexhaustible Collections and Books** - Because the values of the existing inexhaustible collections, including research books, are not readily determinable, the Library has not capitalized them. Current acquisitions of research material that are in the form of compact discs or online computer subscriptions are expensed due to their replaceable or renewable nature. Other printed reference materials are also expensed due to their being replaced on a periodic basis. Books used in the circulating Library have not been capitalized because their useful lives are not readily determinable.

**Estimates** - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Fair Value Measurement Investments** – The Library carries investments with readily determinable fair values at their fair values based on quoted prices in active markets (all Level 1 measurements) in the statement of financial position.

The following describes the type of valuation information (“inputs”) that qualifies a financial asset for each level:

Level 1 - Unadjusted quoted market prices for identical assets or liabilities in active markets which are accessible by the Library.

Level 2 - Observable prices in active markets for similar assets or liabilities. Prices for identical or similar assets or liabilities in markets that are not active. Market inputs that are not directly observable but are derived from or corroborated by observable market data.

Level 3 - Unobservable inputs based on the Library’s own judgment as to assumptions a market participant would use, including inputs derived from extrapolation and interpolation that are not corroborated by observable market data.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONT'D**

**Financial Statement Presentation** – The financial statements are presented in accordance with ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources and the lack of consistency in the type of information provided about expenses and investment return. The Library has adjusted the presentation of these statements accordingly.

**NOTE 2 – TAX STATUS**

The Library is exempt from Federal Income Taxes under Section 501(c) (3). The Library has been determined to be an organization which is not a private foundation and cash contributions to it are qualified for the charitable contributions deduction. Similarly, the Library is exempt from State Income Taxes. Each year, the Library files a Form 990 – Return of Organization Exempt from Income Tax to report its tax-exempt activities to the Internal Revenue Service. Form 990 is generally subject to examination for three years after filing.

**NOTE 3 – PROPERTY AND EQUIPMENT**

Property and equipment consist of:

|                               |                          |
|-------------------------------|--------------------------|
| Land                          | \$ -                     |
| Building and improvements     | 1,115,614                |
| Furniture and equipment       | <u>201,616</u>           |
|                               | 1,317,230                |
| Less accumulated depreciation | <u>(532,209)</u>         |
|                               | <u><u>\$ 785,021</u></u> |

Depreciation expense of \$50,783 was recognized for the year ended September 30, 2025.

**NOTE 4 – PENSION PLANS**

The Library has adopted a Simplified Employee Pension Plan for the benefit of its employees. Under this plan, the Library contributes to an Individual Retirement Account arrangement for each qualified participant subject to the limitations imposed by the Internal Revenue Code. Funding for the plan amounted to \$12,695 for the year ended September 30, 2025.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 5 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The following reflects the financial assets of the Library as of the statement of financial position date, reduced by amounts not available for general use within one year of the statement of financial position date because of donor-imposed restrictions or contractual restrictions.

|  |                   |
|--|-------------------|
| Financial assets   | \$ 615,284        |
| Less those unavailable for general expenditures within one year due to:                |                   |
| Donor imposed restrictions   | -                 |
| Contractual restrictions   | -                 |
| Financial assets available to meet cash needs for general expenditures within one year | \$ <u>615,284</u> |

As part of the Library’s liquidity management, cash in excess of daily requirements is invested in a money market account at J.P. Morgan Chase Bank.

**NOTE 6 – APPROPRIATIONS FROM MUNICIPALITIES**

The Library contracts annually with each of five local municipalities for the provision of Library services to their respective residents for a period of one year. The amounts for these contracts are determined on a basis to equitably share, on a pro rata basis, certain costs of maintenance and support of Library operations. For the year ended September 30, 2025 the amounts received under current year contracts are detailed as follows:

|                       |                   |
|-----------------------|-------------------|
| Treasure Island       | \$166,623         |
| Maderia Beach         | 102,355           |
| Redington Shores      | 55,541            |
| North Redington Beach | 37,292            |
| Redington Beach       | 34,911            |
|                       | \$ <u>396,722</u> |

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 7 – PINELLAS PUBLIC LIBRARY COOPERATIVE**

The Library receives funding through an agreement with the Pinellas Public Library Cooperative (the Cooperative). The purpose and intent of this agreement is to extend Library services to the unincorporated areas of Pinellas County, to municipalities that do not have such services and to improve Library services to residents of municipalities that have libraries. Member communities that do not have libraries contribute to the Cooperative on behalf of local residents. The Cooperative then distributes these funds to the individual libraries providing a free public library service on a county-wide basis. In addition, the Cooperative acts as a vehicle by which State aid may be distributed to individual libraries.

For the year ended September 30, 2025, the Library received \$292,754, from the Cooperative representing fees from member communities without libraries. These amounts have been reflected as support and revenue received through the Library Cooperative.

The Library retained no unexpended Pinellas Public Library Cooperative funding as of September 30, 2025.

**NOTE 8 – INTERLOCAL AGREEMENT**

A new Interlocal Agreement was entered into effect October 1, 2021, by and between the Town of Redington Shores, the Town of North Redington Beach, the Town of Redington Beach, the City of Treasure Island and the City of Madeira Beach, all municipal corporations of the State of Florida, for the continued funding of the Gulf Beaches Public Library, being operated by Gulf Beaches Public Library, Inc. The Library received \$396,722 under the agreement for the year ended September 30, 2025.

**NOTE 9 - CONCENTRATION OF RISK**

The Library receives a substantial amount of its support from local governments. Significant reductions in the level of this support, if this were to occur, may have an effect on the Library's programs and activities.

Some of the Library's cash and cash equivalents are deposited in accounts in which the balances are in excess of the federally insured limits. Management believes that due to the stability of the financial institution involved, there is minimal risk.

**NOTE 10 - CERTIFICATES OF DEPOSIT**

On September 30, 2025, the Library owned no certificates of deposit.

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2025**

**NOTE 11- LEASING ARRANGEMENT**

The Library leases its copy machine: under a 63 month, non-cancelable operating lease, expiring in September 2028 with payments of \$341.52 monthly.

Future annual minimum rental payments required under the above operating lease as of September 30, 2025 are as follows:

| <u>Year Ending September 30</u> | <u>Amount</u> |
|---------------------------------|---------------|
| 2026                            | \$4,098       |
| 2027                            | \$4,098       |
| 2028                            | \$4,098       |

**NOTE 12 - Functional Expense Allocation**

Expenses are charged to program or support services categories based on the nature of the expenditure, according to predetermined percentages established by analysis in prior years.

**NOTE 13 – LAND LEASE**

The Library entered into a land lease agreement with the City of Madeira Beach on April 10, 1973. The use of the land is for the purpose of the operation of the Gulf Beaches Public Library. The lease term is for 45 years at \$1.00 per year with an option to renew under the same terms for an additional 50 years. On July 14, 2015, the lease agreement was amended to extend the term of the lease through January 31, 2066.

**NOTE 14 – HURRICANE DAMAGE**

On September 24, 2024 Hurricane Helene impacted Florida followed by Hurricane Milton on October 9, 2024. These storms severely impacted the Library, causing a shutdown of services. As of the date of these financial statements, damage remediation has been completed. The Library has reopened and Management expects no long term effect on the Library’s ability to continue operating.

**NOTE 14 – SUBSEQUENT EVENTS**

The Library’s management has evaluated subsequent events through December 20, 2025, the date on which the financial statements were available to be issued.

# Crawford & Jones, CPA's

CERTIFIED PUBLIC ACCOUNTANTS

Paul J. Crawford, CPA  
Richard J. Jones, Jr., CPA

Members:  
American Institute of CPAs  
Florida Institute of CPAs

## INDEPENDENT AUDITOR'S REPORT ON ADDITIONAL INFORMATION

December 20, 2025

To the Board of Trustees  
Gulf Beaches Public Library, Inc.

We have audited the financial statements of Gulf Beaches Public Library for the year ended September 30, 2025 and our report thereon dated December 20, 2025, which expressed an unmodified opinion on those financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The additional information presented in Schedule 1, which is the responsibility of management, is presented for purpose of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and accordingly, we do not express an opinion or provide any assurance on it.



Crawford & Jones, CPA 's  
Dunedin, Florida

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**SCHEDULE OF REVENUE AND EXPENSES BY SOURCE (Unaudited)**  
**Year Ended September 30, 2025**

**SCHEDULE 1**

|   | <u>Local</u>      | <u>County</u>     | <u>Total</u>        |
|---|-------------------|-------------------|---------------------|
| <b>REVENUE</b>                          |                   |                   |                     |
| Proceeds from Library Cooperative       |                   |                   |                     |
| Pinellas County                         | \$ -              | \$ 292,754        | \$ 292,754          |
| Appropriations from municipalities:     |                   |                   |                     |
| Treasure Island                         | 166,623           | -                 | 166,623             |
| Madeira Beach                           | 102,355           | -                 | 102,355             |
| Redington Shores                        | 55,541            | -                 | 55,541              |
| North Redington Beach                   | 37,292            | -                 | 37,292              |
| Redington Beach                         | 34,911            | -                 | 34,911              |
|   | <u>396,722</u>    | <u>292,754</u>    | <u>689,476</u>      |
| Nonresident memberships (library cards) | <u>780</u>        | <u>-</u>          | <u>780</u>          |
| Rentals and book fines:                 |                   |                   |                     |
| Copy machine/paper revenue              | 414               | -                 | 414                 |
| Book fines                              | 516               | -                 | 516                 |
|   | <u>930</u>        | <u>-</u>          | <u>930</u>          |
| Fundraising                             | 110               | -                 | 110                 |
| Contributions                           | 157,917           | -                 | 157,917             |
| Interest income                         | 9                 | -                 | 9                   |
| Insurance Recovery - Hurricane          | 383,653           | -                 | 383,653             |
|   | <u>541,689</u>    | <u>-</u>          | <u>541,689</u>      |
| <b>TOTAL REVENUE</b>                    | <u>\$ 940,121</u> | <u>\$ 292,754</u> | <u>\$ 1,232,875</u> |

**GULF BEACHES PUBLIC LIBRARY, INC.**  
**SCHEDULE OF REVENUE AND EXPENSES BY SOURCE (Unaudited)**  
**Year Ended September 30, 2025**

**SCHEDULE 1**

|   | <u>Local</u>      | <u>County</u>  | <u>Total</u>      |
|---|-------------------|----------------|-------------------|
| <b>EXPENSES</b>   |                   |                |                   |
| <b>PERSONNEL</b>  |                   |                |                   |
| Salaries  | \$ 202,513        | \$ 86,544      | \$ 289,057        |
| Payroll taxes   | 14,908            | 6,371          | 21,279            |
| Pension plan  | 8,894             | 3,801          | 12,695            |
| Insurance   | 634               | 271            | 905               |
|   | <u>226,949</u>    | <u>96,987</u>  | <u>323,936</u>    |
| <b>OPERATING</b>  |                   |                |                   |
| Repairs and maintenance - Hurricane                                   | 311,338           | 133,015        | 444,353           |
| Books, publications and materials                                     | 46,455            | 19,852         | 66,307            |
| Insurance - general   | 27,018            | 11,546         | 38,564            |
| Repairs and maintenance - General                                     | 15,096            | 6,451          | 21,547            |
| Telephone   | 11,795            | 5,041          | 16,836            |
| Professional fees   | 8,575             | 3,665          | 12,240            |
| Utilities   | 8,157             | 3,486          | 11,643            |
| Subscriptions   | 7,518             | 3,213          | 10,731            |
| Contract services   | 5,599             | 2,393          | 7,992             |
| Departmental supplies   | 4,740             | 2,026          | 6,766             |
| Other   | 4,487             | 1,917          | 6,404             |
| Office supplies   | 4,083             | 1,745          | 5,828             |
| Rentals and leases  | 3,029             | 1,295          | 4,324             |
| Postage   | 226               | 97             | 323               |
| Membership dues and training  | 59                | 25             | 84                |
|   | <u>458,175</u>    | <u>195,767</u> | <u>653,942</u>    |
| <b>TOTAL EXPENSES</b>   | <u>685,124</u>    | <u>292,754</u> | <u>977,878</u>    |
| <b>EXCESS/(DEFICIT) OF REVENUE AND EXPENSES</b>                       | <u>\$ 259,997</u> | <u>\$ -</u>    | <u>\$ 259,997</u> |
| <b>CAPITAL EXPENDITURES</b>   |                   |                | <u>\$ 142,498</u> |
| <b>Reconciliation with total expenses per statement of activities</b> |                   |                |                   |
| Total expenses per statement of activities (page 3)                   |                   |                | \$ 1,028,661      |
| Less: Depreciation  |                   |                | <u>(50,783)</u>   |
| Total expenses above  |                   |                | <u>\$ 977,878</u> |



## MEMORANDUM

**Date:** March 9, 2026  
**To:** Mayor, Vice-Mayor and Commissioners  
**From:** Megan Powers, Assistant to the City Manager  
**Subject:** ITB #26-01 City Hall Elevator

### **Background**

The City has incurred approximately \$70,000 in repairs to the City Hall elevator following damage sustained during the 2024 hurricane season. Most of the cost has been covered by insurance claims, some the city has had to pay out of pocket. Due to the elevator being designed primarily for indoor use, combined with storm-related damage, the unit has become unreliable and is in need of replacement.

Bids for the elevator replacement were due on March 6, 2026; however, the City received zero bids. According to City Attorney Tom Trask and Associate Attorney Rob Eschenfelder, City staff has satisfied the requirement to competitively solicit the work.

City staff has since reached out to the following companies to obtain quotes:

- Elite Elevators
- Florida Elevators
- Schindler Elevators
- Accredited Home Elevator Company
- KONC Elevators

### **Recommendation:**

Staff will provide updates as quotes are received and will bring a recommendation forward for consideration once pricing is obtained.

**Memorandum**

**Meeting Details:** Board of Commissioners Workshop Meeting, March 18, 2026

**Prepared For:** Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial

**Discussion:**

City staff are in the process of drafting an ordinance to rezone the property at 555 150th Avenue from PD, Planned Development to C-4, Marine Commercial. The draft ordinance will be reviewed by Attorney Trask for legal compliance. Forward Pinellas will review the draft ordinance for compliance with the Countywide Plan. Once the ordinance is reviewed and finalized, city staff will bring the ordinance to public hearings.

A rezoning ordinance is required to go to a Planning Commission Meeting public hearing and two Board of Commissioners public hearings. A public notice will be mailed to the property owner 30 days before the first public hearing and the public notice will be publicly available to review. A public notice will be mailed 10 days before the Planning Commission Meeting to affected parties within 300 feet of the proposed rezoning. A newspaper legal ad will be published 14 days before the second reading of the ordinance.

**Fiscal Impact or Other:**

City Staff initiated the proposed rezoning, and the proposed rezoning property is owned by the city.

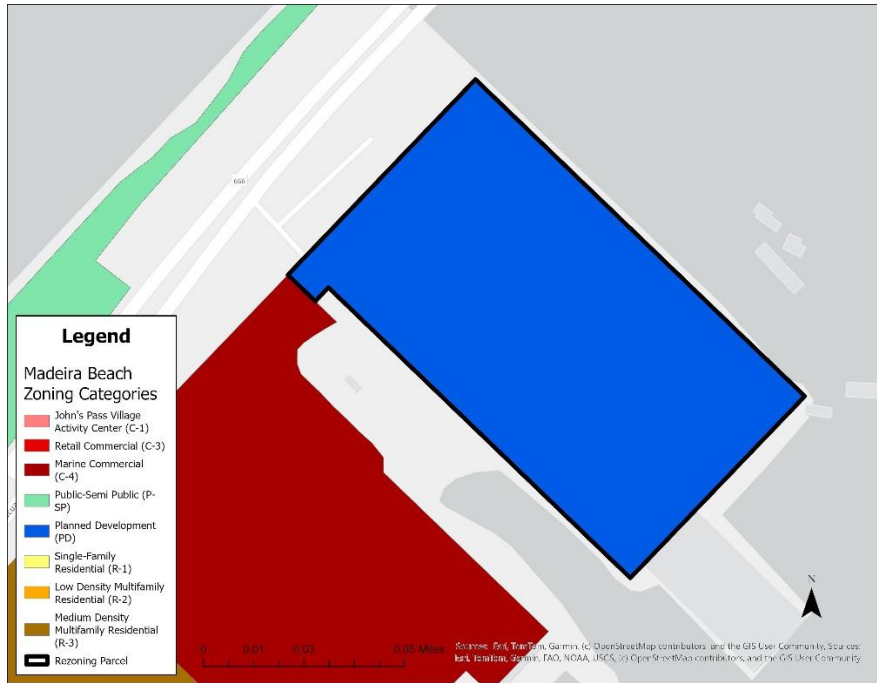
**Recommendation(s):**

City staff support the rezoning 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial.

**Attachments:**

Existing and Proposed Zoning Maps

### Existing Zoning Map



### Proposed Zoning Map





## Memorandum

**Meeting Details:** March 18, 2026 – BOC Regular Workshop Meeting  
**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners  
**Staff Contact:** Community Development Department & City Manager  
**Subject:** Parking Garage Feasibility Study Quotes

---

### **Background & Discussion:**

As requested by the BOC city staff solicited “Parking Garage Feasibility Study” quotes from firms on our continuing services list. The city received quotes from ADEAS Q and Kimley Horn. Both quotes are attached to the memo. To help compare the quotes side by side, Kimly Horn provided the below extract from their task breakdown, to provide a comparable scope to that submitted by ADEAS Q.

- **ADEAS Q - \$51,468**
- **Kimley Horn - \$47,500**
  - Project Management: \$3,000
  - Site Evaluations (2): \$16,000
  - Stakeholder Engagement Meetings (5): \$12,500
  - Inventory and Occupancy Counts: \$16,000

### **Fiscal Impact:**

The cost will be based on the firm selected.

### **Recommendation(s):**

City staff recommends discussion and consideration of ADEAS Q. While one proposal reflects a slightly lower cost, staff believes this would be a good opportunity for another qualified firm to perform work for the City, recognizing the value of maintaining multiple, qualified firms who are familiar with the City’s projects and standards.

### **Attachments/Corresponding Documents:**

- ADEAS Q Quote
- Kimley Horn Quote

**EXHIBIT A  
SCOPE OF PROFESSIONAL SERVICE**

**Parking Garage Feasibility Analysis**

**February 26, 2026**

**Task Summary:** Based upon direction from the City Commission, the City needs to analyze two identified locations regarding the feasibility of a parking garage. This task reviews available materials to evaluate the pros/cons of both locations and provides a recommended plan of action to move forward.

**SCOPE OF SERVICES**

The FIRM will prepare an initial feasibility analysis for a public parking garage at both of the following two locations:

- 12850 Gulf Lane
- 12962 Gulf Boulevard

The FIRM will perform an initial analysis into the feasibility of building a sustainable parking garage at each location. This analysis will be based on preexisting data and materials furnished to the FIRM. The analysis shall consider the following for each location:

- Parking occupancy
- Physical capacity
- Land Use and zoning parameters
- Required permits and agency reviews
- Existing utility agreements

A stand alone public parking garage at each facility without ancillary uses is assumed. Typical costs and design treatments associated with this facility type will be applied. This effort does not assume detailed financial bonding projections or graphical design layouts. Those details may be anticipated following the results of this initial task. The byproduct is to be a documentation of the advantages and disadvantages for both locations using the five considerations.

The FIRM will prepare for and attend an introductory meeting with City staff to identify the project requirements, limitations, available data, and schedule considerations. Coordination with staff regarding City procedures/policies is anticipated, together with monthly progress coordination meetings.

The FIRM will assist City staff with attending one-on-one meetings with each City Commissioner to review the draft findings and to obtain feedback. Five (5) total meetings are anticipated.

The end product of this task will be a letter report that summarizes the pros/cons for each of the two locations. A recommended plan of action of follow-up activities for the City to consider is also anticipated within the report.

**EXHIBIT B**  
**COMPENSATION AND METHOD OF PAYMENT**

**Project Cost Estimate:** Total: \$51,468

**EXHIBIT C**  
**TIME AND SCHEDULE OF PERFORMANCE**

**Anticipated Schedule:** 6 - 8 weeks is assumed following the notice to proceed to develop a draft letter report for City staff review. This assumes that all data/materials are provided at the time of notice-to-proceed.

**City of Madeira Beach  
Parking Garage Siting Study  
Scope of Services**



February 15, 2026

## PURPOSE

The City of Madeira Beach (“City”) has requested assistance from Kimley-Horn and Associates (“Consultant”) with a siting study for a new parking garage within the John’s Pass Activity Center. The study will examine up to three (3) potential sites for the construction of a new parking garage. The final deliverable will identify pros and cons to each site, potential number of parking spaces for each site, and next steps.

## ASSUMPTIONS

- The City has identified three (3) properties for a potential parking garage
- An anticipated 4-month process is assumed after Notice to Proceed, based on a mutually agreed upon schedule, including optional tasks.

## SCOPE OF SERVICES

### TASK 1: PROJECT COORDINATION

- **Coordination Meetings:** The City and Consultant will schedule up to three (3) virtual coordination meetings to discuss project kick-off, project process, findings, and engagement schedules. Up to three (3) Consultant staff members will attend each meeting.

#### **Task 1 Deliverables:**

- Up to three (3) coordination meetings

### TASK 2: SITING STUDY

- **Site Evaluations:** The Consultant will evaluate up to three (3) sites to determine the feasibility of constructing a public parking garage. For each site evaluation, the Consultant will perform the following:
  - Identify the pros and cons of the site location
  - Determine the approximate number of parking spaces for a parking deck on each site and determine the number of potential spaces that could be added to John’s Pass Village parking system.
  - Coordinate with City Staff to determine critical siting factors such as the number of parking spaces needed, and the number of parking levels desired.
  - Potential parking facilities and pros and cons will be documented using aerial imagery.

**City of Madeira Beach  
Parking Garage Siting Study  
Scope of Services**

Page 2

- Ingress and egress concerns will also be noted on the parking facility siting maps.
- Discuss pros and cons of different types of construction, including precast and cast-in-place concrete
- Discuss various parking technology solutions that may be implemented as part of the parking deck or broader parking system, which can result in more efficient use of available parking.
- Determine potential entry/exit locations for the parking deck footprints and their proximity to intersections.
- Identify constraints regarding land development code regulations and future land use.

*This evaluation will be for planning purposes only. Kimley-Horn is not giving advice or making recommendations with regard to municipal securities or financial products. If such advice or recommendations are needed, the Client should retain a Municipal Advisor registered with the Securities and Exchange Commission. The financial results presented in the technical memorandum will be based upon management assumptions, which the Kimley-Horn team will determine with the Client and provide a reasonable basis for the projections. The projected revenues and expenses in the technical memorandum will vary from actual results, and those variations may be material. These variations occur because events and circumstances frequently do not occur as expected, and those differences may materially impact projected results. Use of any projected financial scenarios is at the Client's sole risk, and no 3<sup>rd</sup> party beneficiary is implied. A market-based risk assessment will not be completed as part of this analysis.*

**Task 2 Deliverables:**

- One (1) summary of findings from the site evaluations

**OPTIONAL TASK 3: STAKEHOLDER AND COMMUNITY ENGAGEMENT**

- **Stakeholder Engagement:** The Consultant will prepare for and attend up to four (4) stakeholder meetings in-person. The meetings may include City departments, Florida Department of Transportation (FDOT), Forward Pinellas, property owners, or businesses.
- **Community Workshop:** The Consultant will prepare for and attend one (1) in-person community work session which will include the public, City Commissioners, and City staff. The purpose of the workshop will be to present the findings of the Feasibility Study (Task 2). City staff will be responsible for reserving the meeting space as well as public notification of the event.

**Optional Task 3 Deliverables:**

- Up to four (4) stakeholder meetings
- One (1) community workshop

**OPTIONAL TASK 4: PRESENTATIONS**

- **Planning Commission:** The Consultant will attend one (1) Planning Commission meeting to present the study findings.
- **City Commission Workshop:** The Consultant will attend one (1) City Commission Workshop to present the study findings.
- **City Commission Regular Meeting:** The Consultant will attend one (1) City Commission Regular Meeting to present the study findings.

**Optional Task 4 Deliverables:**

- One (1) presentation to the Planning Commission
- One (1) presentation to the City Commission Workshop
- One (1) presentation to the City Commission Regular Meeting

**OPTIONAL TASK 5: INVENTORY AND OCCUPANCY COUNTS**

- **Existing Parking Supply Inventory:** The Consultant will obtain available parking space inventory data from the City and other available sources. The existing parking supply inventory will contain the following information:
  - Space Type (identified principal user, on-street/off-street, public/private)
  - Location and general configuration
  - Capacity (number of spaces)
  - Designated on- and off-street handicapped spaces
  - EV charging spaces
  - Designated loading (or other no parking) spaces/zones
  - Signed parking restrictions (private and public)

The Consultant will verify existing parking inventory information with the City through the creation of a supply map prior to occupancy data collection.

- **Occupancy Counts:** The Consultant will gather vehicle counts and general parking utilization counts within the study area for each of the proposed timeframes noted below.

**City of Madeira Beach  
Parking Garage Siting Study  
Scope of Services**

Page 4

Off-street and on-street occupancy counts are proposed for the following times:

- Weekday lunch peak, 11 am to 2 pm, three (3) survey hours
- Weekday evening peak, 6 pm to 9 pm, three (3) survey hours
- Weekend lunch peak (Saturday), 11 am to 2 pm, three (3) survey hours
- Weekend evening peak (Saturday), 7 am to 10 pm, three (3) survey hours
- Special Event peak (TBD), four (4) survey hours

The Consultant will collect occupancy data for parking spaces within public and privately owned parking lots within the study area identified and confirmed by City staff at the project kickoff meeting. The data will be categorized by use and any private restrictions (e.g., handicap, loading, reserved). The Consultant will record this information and summarize it accordingly.

**Optional Task 5 Deliverables**

- Draft parking supply inventory summary for study area
- Verified parking inventory summary in GIS format
- Draft maps summarizing occupancy data collection
- Occupancy inventory data in Excel format

**OPTIONAL TASK 6: WAYFINDING**

- **Wayfinding Map:** The Consultant will prepare a higher-level wayfinding map to identify wayfinding locations of significance (to display key destinations in the area) and public parking within the John's Pass Village Character District boundaries for vehicles, pedestrians, and bicyclists. The Consultant will make one (1) round of changes based on comments received from City staff.

**Optional Task 6 Deliverables:**

- One (1) wayfinding map

## **ADDITIONAL TASKS**

Any services not specified in the above scope are considered additional services not included under this project. As an amendment to this scope of work or under an additional Task Order agreement, The Consultant can provide services including, but not limited to, the following:

- Grant application services
- Rendering videos or graphics
- Site visits
- Additional online surveys
- Additional presentations
- Additional attendance of City Commission Workshops or Meetings
- Coordination with additional City departments
- Collection of new traffic counts
- Entitlement/permitting studies such as traffic signal warrant analysis or Development of Regional Impact
- Traffic signal design/modification/permitting
- Development of a traffic model via Synchro or other simulation platforms
- Parking deck design and feasibility
- Costing or revenue generation studies
- Roadway design

The above tasks may be initiated upon the request of the City as an additional Task Order. Scope and fee for each additional Task Order will be agreed upon between the City Project Manager and The Consultant Project Manager.

## **SCHEDULE**

The total months for services is anticipated to be 4 months from the Notice to Proceed (NTP). Below is the anticipated schedule as agreed upon by the Consultant and City staff.

Task 1: Project Coordination – *0-4 Months from NTP*

Task 2: Siting Study – *3-4 Months from NTP*

*Optional Task 3: Stakeholder and Community Engagement– 3-4 Months from NTP*

*Optional Task 4: Presentations – 4 Months from NTP*

*Optional Task 5: Inventory and Occupancy Counts – 1-3 Months from NTP*

*Optional Task 6: Wayfinding – 2-3 Months from NTP*

## **COMPENSATION**

The Consultant will provide the services outlined in Tasks 1-2 for a lump sum of \$27,000. Consultant will provide the optional services outlined in Tasks 3-6, upon receipt of an authorization to proceed from the City, for the lump sum fees as outlined below. Invoices will be submitted monthly, prepared based on a percentage completion of the project. The following task items represent a breakdown of the lump sum amount for reference:

**Task 1 Project Coordination: \$3,000 total**

**Task 2 Siting Study: \$24,000 total**

*Siting Studies (3 sites max.): \$8,000 per site*

**Optional Task 3 Stakeholder and Community Engagement: \$20,000 total**

*Stakeholder Engagement (4 meetings max.): \$2,500 per meeting*

*Community Workshop: \$10,000*

**Optional Task 4 Presentations: \$12,000 total**

*Planning Commission: \$4,000*

*City Commission Workshop: \$4,000*

*City Commission Regular Meeting: \$4,000*

**Optional Task 5 Inventory and Occupancy Counts: \$16,000**

**Optional Task 6 Wayfinding: \$5,000**

## Parking Planning and Design

At Kimley-Horn, our parking practice is a cornerstone of our comprehensive planning and engineering services. Over the past five years, we have successfully delivered top-tier parking solutions for more than 250 parking decks, totaling over 150,000 parking stalls, for both private and public sector clients across the nation.

Our firm is powered by a robust team of over 8,500 employees in 140+ offices nationwide, including 135+ dedicated parking professionals. These experts excel in four key areas: **strategic planning and management, facility feasibility and design, technology and operations, and maintenance and restoration.**

With our extensive experience and deep bench of talent, we understand that parking decks must be customized to meet the unique needs of each client and their users. Our parking professionals collaborate closely with Kimley-Horn's planners and engineers, providing you with an unmatched depth of resources in the parking industry.

Experience the Kimley-Horn difference. Let us show you the exceptional value our parking team can bring to your project!



### Strategic Planning and Management

- Building-Specific/Mixed-Use Demand Analyses
- Facility Management
- Parking Revenue/Expenses Financial Projections
- Shared Parking Analyses
- Site Circulation Review

### Facility Feasibility and Design

- Adaptive Reuse Feasibility Assessments
- Conceptual Layouts
- Construction and Bid Phase Services
- Fully Engineered Structural Design
- Functional Parking Design
- Peer/Redline Reviews

### Technology and Operations

- Parking Access and Revenue Control Systems
- Security Systems Implementation
- Static/Dynamic Wayfinding Guidance Systems
- Valet Parking Systems
- Website Development and Integration

### Maintenance and Restoration

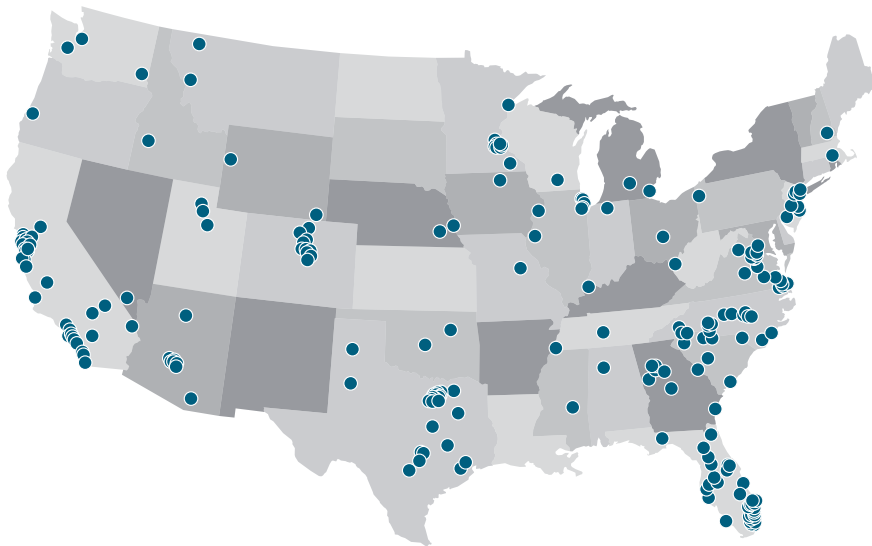
- Condition Assessments
- Construction and Bid Phase Services
- Forensic Investigations
- Maintenance Program Development
- Restoration Design

## A Trusted Partner

Blending our multidisciplinary expertise with deep-rooted local relationships, Kimley-Horn's talented parking professionals are nationally renowned for their ability to provide our clients with customized parking solutions. Whatever your goals, milestones, and challenges, Kimley-Horn can partner with you to provide a thorough and efficient parking experience.

Our team members regularly present at educational parking sessions across the country, including the International Parking and Mobility Institute Conference, the National Parking Association, and the World Parking Symposium.

The map below illustrates the locations of our national parking experience.



● Kimley-Horn Parking Consulting Experience

“I want to thank you all for the thorough and rapid response for providing key information for assessing the feasibility of a parking deck near Hughs Spalding. It was a very tight turnaround to complete the model but the expertise you each provided helped create a solid deliverable that allowed the E-Team to make an informed decision”

*Brandon Duany*  
Manager, Financial Planning and Business Development  
Children's Hospital of Atlanta



# Who is Kimley-Horn?



FOUNDED IN **1967**



A **LOCAL** PRESENCE WITH  
**NATIONAL** RESOURCES



**8,500+** EMPLOYEES



**140+** OFFICES



**860+** PARKING  
ENGINEERING AND  
**TRANSPORTATION PROFESSIONALS**



**EXPERIENCED AND LICENSED**  
IN ALL **50 STATES**



**18 YEARS** ON *FORTUNE'S*  
*100 BEST COMPANIES*  
*TO WORK FOR*

## 2024 *ENGINEERING NEWS-RECORD* NATIONAL RANKINGS

**#1**

ENGINEERING FIRM IN THE  
SOUTHEAST REGION

**#5**

PURE DESIGN  
FIRMS

**#4**

GENERAL  
BUILDING

**#2**

MIXED-USE

**#1**

RETAIL

**#1**

MULTI-UNIT  
RESIDENTIAL

**#6**

AIRPORTS

**#7**

TRANSPORTATION

# Project Experience



**Fourth Ward** | Atlanta, GA



**811 Peachtree** | Atlanta, GA



**1072 West Peachtree** | Atlanta, GA



**Colony Square** | Atlanta, GA



**North Hills** | Raleigh, NC



**Neuhoff** | Nashville, TN



**East 54** | Chapel Hill, NC



**Charter Square** | Raleigh, NC



**Davie Street Parking Deck** | Raleigh, NC



**Downtown Underground Parking Facility** | Raleigh, NC



**Hay Street Mixed-Use** | Fayetteville, NC



**Ponce City Market Plaza** | Atlanta, GA

## Project Experience (continued)



**Morgan Rigsbee I** *Durham, NC*



**West Washington Mixed-Use I**  
*Athens, GA*



**Ballston Public Parking Garage Improvements I** *Arlington County, VA*



**51 Biltmore Parking Deck I**  
*Asheville, NC*



**UVA Arts Ground Parking Garage I**  
*Charlottesville, VA*



**Saint Armands Parking Garage I**  
*Sarasota, FL*



**UNC-Chapel Hill Bell Tower Parking Deck and Pedestrian Bridge I** *Chapel Hill, NC*



**Richmond Transit Village Parking Garage I** *Richmond, VA*



**North Central Business District I**  
*Anoka, MN*



**Performing Arts Center Deck I**  
*Raleigh, NC*



**Wake Tech Health Sciences Building Parking Deck I** *Raleigh, NC*



**West Pettigrew Street Parking Deck I**  
*Durham, NC*

# Project Experience (continued)



**Franklin Street Parking Deck and Pedestrian Bridge I** Fayetteville, NC



**Peter John Cannon Garage I** Columbia, SC



**Saint John Street Parking Garage I** Spartanburg, SC



**Wake Tech Northern Campus Deck 2 I** Raleigh, NC



**NC State University West Lot Parking Deck I** Raleigh, NC



**Shenandoah University Parking Garage I** Winchester, VA



**One Porsche Drive Parking Deck I** Atlanta, GA



**Vanderbilt University Transportation Demand Management Strategy I** Nashville, TN



**Green Square Complex Parking Deck I** Raleigh, NC  
*Image courtesy of PBC+L*



**Houston Airport System PARCS I** Houston, TX



**UAB Parking and Transportation Plan I** Birmingham, AL



**Nashville International Airport PARCS Replacement I** Nashville, TN



# MEMORANDUM

TO: Hon. Mayor and Board of Commissioners  
THROUGH: Clint Belk, Acting City Manager  
FROM: John Mortellite, Acting Fire Chief  
DATE: March 18, 2026  
RE: Approval of purchase of Self Contained Breathing Apparatus

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## **Background**

The Madeira Beach Fire Department must replace the 2013 Self Contained Breathing Apparatus (SCBA) units and associated accessories due to age and compliance requirements. The Deputy Chief and Operations Officer evaluated several SCBA brands currently available on the market, comparing features, performance, and cost. Based on this evaluation, the SCOTT Air-Pack and related accessories were determined to be the best fit for the department's operational needs.

Municipal Emergency Services (MES) is a local vendor that has been used by the department for previous fire equipment purchases. MES also honors pricing available through the Lake County Contract 22-730G, allowing the City to utilize a piggyback purchasing option that provides significant cost savings.

For several years, including the most recent grant cycle, staff applied for the Assistance to Firefighters Grant (AFG) to help offset the cost of replacing the SCBA equipment. Unfortunately, the department has not been awarded funding through this program.

## **Fiscal Impact**

The replacement of SCBA air packs, accessories, and additional equipment has been budgeted in the FY26 Capital Equipment budget. By utilizing the piggyback contract through Lake County Contract 22-730G, the total cost for full replacement is \$306,831.81.

## **Recommendation**

Staff recommends approval of the purchase of SCBA air packs, accessories, and additional equipment to replace the department's 2013 units due to age and compliance regulations.

**Attachment(s):** MES Quote





(877) 637-3473

# Quote

Item 11A.

Quote # QT2038499  
 Date 02/23/2026  
 Expires 03/13/2026  
 Sales Rep Bessler, Alex G  
 Shipping Method MES Delivery  
 Customer Madeira Beach Fire Department (FL)  
 Customer # C55211

### Bill To

Lt. Childers  
 Madeira Beach Fire Department  
 300 Municipal Drive  
 Madeira Beach FL 33708  
 United States

### Ship To

Madeira Beach Fire Department  
 250 Municipal Drive  
 Madeira Beach FL 33708  
 United States

| Item                     | Alt. Item # | Units | Description   | QTY | Unit Price | Amount       |
|--------------------------|-------------|-------|---|-----|------------|--------------|
| X5914026305A04           |             |       | 3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914026305A04, 4.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II, 2 ea                       | 20  | \$8,130.61 | \$162,612.20 |
| X5914026305A03           |             |       | 3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914026305A03, 4.5, E-Z Flo C5, QD Hose, UEBSS, SEMS II                             | 1   | \$8,130.61 | \$8,130.61   |
| 200129-BCXXXX            |             |       | 3M™ Scott™ Custom Cyl&Valve Assy 200129-BCXXXX, SC, 4.5, 45 Min, Std Paper, 1 ea/Case<br>CUSTOM LOGO CLYINDERS                        | 42  | \$1,538.82 | \$64,630.44  |
| FP1M40002M00010          |             |       | 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M40002M00010, Gen 2, Motorola®, BCH, 4-Strap, Kev, Medium<br>Sizes S, M, L | 27  | \$1,584.18 | \$42,772.86  |
| Solid Color Shield-Black |             |       | Solid Color Shield  | 27  | \$40.00    | \$1,080.00   |
| CF5V2DDB                 |             |       | Vision C5 Charger (qty 2), Double Mounting Bracket, High-Power Supply (AC)<br>Each charger will hold 4 batteries for a total of 8     | 2   | \$817.47   | \$1,634.94   |
| 201650-05                |             |       | E-Z Flo C5, Quick Connect Hose, Rectus  | 6   | \$1,936.15 | \$11,616.90  |
| 201612-01                |             |       | CHEST STRAP ASSY, LOWER, X3   | 5   | \$84.04    | \$420.20     |
| 201673-02                |             |       | RIT-Pack III,E-Z Flo C5 Regulator, Rectus   | 2   | \$913.20   | \$1,826.40   |
| 78-8151-6649-7           |             |       | 3M™ Scott™ Vision C5 Facepiece 78-8151-6649-7, Gen 2, RIT-Pak III and RIT-Pak Fast Attack   | 2   | \$356.01   | \$712.02     |
| 31003989                 |             |       | QD, MALE, CHECKED, UEBSS<br>Rectus fitting, male  | 2   | \$229.81   | \$459.62     |
| 31003990                 |             |       | QD, FEMALE, CHECKED, UEBSS<br>Rectus fitting, female  | 2   | \$229.81   | \$459.62     |
| 31004104                 |             |       | ADAPTER,AIRLINE UEBSS<br>Manifold adapter for Rectus fittings   | 4   | \$11.96    | \$47.84      |
| 10008912                 |             |       | PACKING, PREFORMED<br>O-ring for manifold adapter   | 4   | \$2.33     | \$9.32       |
| 31003994                 |             |       | DUST CAP, 2 PORT, UEBSS   | 2   | \$31.38    | \$62.76      |
| Gaugeline or Hose Repair |             |       | SCBA Gaugeline or Hose Repair<br>RIT bag labor  | 2   | \$85.00    | \$170.00     |
| SCBA Flow Test           |             |       | SCBA Flow Test<br>RIT bag flow test after upgrade   | 2   | \$55.00    | \$110.00     |
| 804723-01                |             |       | (HM) CYL&VLV CARBON 60<br>RIT cylinder  | 2   | \$1,627.96 | \$3,255.92   |
| FQ-AAAX                  |             |       | Seek FirePRO 300 Thermal Imager   | 4   | \$1,299.00 | \$5,196.00   |
| RT4-4505                 |             |       | Fire Pro 300 - Aluminum Carabiner Mount   | 4   | \$31.04    | \$124.16     |



QT2038499



# Quote

Item 11A.

Quote #  
Date

QT2038499  
02/23/2026

(877) 637-3473

PRICING PER LAKE COUNTY CONTRACT 22-730G

Contact: C55211 Madeira Beach Fire Department (FL) : George Hill

|                      |              |
|----------------------|--------------|
| <b>Subtotal</b>      | \$305,331.81 |
| <b>Shipping Cost</b> | \$1,500.00   |
| <b>Tax Total</b>     | \$0.00       |
| <b>Total</b>         | \$306,831.81 |

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2038499

| Part number                 | Lake County Manufacturer                                   | List Price  | Lake County Discount | Lake County Price | Madeira Beach Price |
|-----------------------------|--|-------------|----------------------|-------------------|---------------------|
| X5914026305A04              | Scott Safety - SCBA, cylinders, masks                      | \$13,524.54 | 7%                   | \$12,577.82       | \$8,130.61          |
| X5914026305A03              | Scott Safety - SCBA, cylinders, masks                      | \$13,524.54 | 7%                   | \$12,577.82       | \$8,130.61          |
| 200129-BCXXXX               | Scott Safety - SCBA, cylinders, masks                      | \$2,357.75  | 7%                   | \$2,192.71        | \$1,538.82          |
| FP1M40002M00010             | Scott Safety - SCBA, cylinders, masks                      | \$2,427.26  | 7%                   | \$2,257.35        | \$1,584.18          |
| Solid Color Shield-Black    | BA Shields   | \$40.00     | List                 | \$40.00           | \$40.00             |
| CF5V2DDB                    | Scott Safety - SCBA, cylinders, masks                      | \$1,117.62  | 7%                   | \$1,039.39        | \$817.47            |
| 201650-05                   | Scott Safety - SCBA, cylinders, masks                      | \$2,647.04  | 7%                   | \$2,461.75        | \$1,936.15          |
| 201612-01                   | Scott Safety - SCBA, cylinders, masks                      | \$114.89    | 7%                   | \$106.85          | \$84.04             |
| 201673-02                   | Scott Safety - SCBA, cylinders, masks                      | \$1,248.50  | 7%                   | \$1,161.11        | \$913.20            |
| 78-8151-6649-7              | Scott Safety - SCBA, cylinders, masks                      | \$468.65    | 7%                   | \$435.85          | \$356.01            |
| 31003989                    | Scott Safety - SCBA, cylinders, masks                      | \$314.18    | 7%                   | \$292.19          | \$229.81            |
| 31003990                    | Scott Safety - SCBA, cylinders, masks                      | \$314.18    | 7%                   | \$292.19          | \$229.81            |
| 31004104                    | Scott Safety - SCBA, cylinders, masks                      | \$16.35     | 7%                   | \$15.21           | \$11.96             |
| 10008912                    | Scott Safety - SCBA, cylinders, masks                      | \$3.18      | 7%                   | \$2.96            | \$2.33              |
| 31003994                    | Scott Safety - SCBA, cylinders, masks                      | \$42.90     | 7%                   | \$39.90           | \$31.38             |
| LC-Gaugeline or Hose Repair | Scott Safety non warranty repairs - labor<br>rate per hour | N/A         | N/A                  | \$100/hour        | \$85/hour           |
| SCBA Flow Test Task         | SCBA flow testing  | N/A         | N/A                  | \$55.00           | \$55.00             |
| 804723-01                   | Scott Safety - SCBA, cylinders, masks                      | \$2,494.33  | 7%                   | \$2,319.73        | \$1,627.96          |
| FQ-AAAX                     | Seek Thermal   | \$1,399.00  | 5%                   | \$1,329.05        | \$1,299.00          |
| RT4-4505                    | Hammerhead (Gear Keeper)                                   | \$36.99     | 15%                  | \$31.44           | \$31.04             |



**MODIFICATION OF CONTRACT**

|   |   |
|---|---|
| Modification Number: Six (6)<br>Effective Date: 10/21/2025  | Contract Number: 22-730G<br>Title: Fire Equipment, Supply, & Services<br>Effective Date: 08/01/2022   |
| <p align="center"><b>OFFICE OF PROCUREMENT SERVICES</b></p> Contracting Officer: Melanie Pompos<br>E-mail: <a href="mailto:Melanie.pompos@lakecountyfl.gov">Melanie.pompos@lakecountyfl.gov</a><br>Telephone Number: 352-343-9423                               | <p align="center"><b>CONTRACTOR</b></p> Name: MES Service Company, LLC<br>Address: 12 Turnberry Ln, 2nd Floor<br>City: Sandy Hook, CT 06482<br>ATTENTION: Jamie Robinson  |
| <p><b>INSTRUCTIONS:</b> Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>   |   |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufactures and services per the attached pricing sheets.</p>  |   |
| <p align="center"><b>CONTRACTOR SIGNATURE BLOCK</b></p> Signature: _____<br>Print Name: <u>Jamie Robinson</u><br>Title: <u>Regional Vice President</u><br>Date: <u>10/22/2025</u><br>E-mail: <u>jamie.robinson@meslifesafety.com</u><br>Secondary E-mail: _____ | <p align="center"><b>LAKE COUNTY SIGNATURE BLOCK</b></p> Signature: _____ Digitally signed<br>Print Name: <u>Melanie Pompos</u> by Melanie<br>Title: _____<br>Date: <u>Pompos</u> Date: <u>2025.10.22</u><br>14:03:20 -04'00' |
| <p><b>Distribution:</b><br/>                 Original – Bid File<br/>                 Copy – Contractor<br/>                 Contracting Officer</p>  |   |



**MODIFICATION OF CONTRACT**

|  |  |
|--|--|
| <p>Modification Number: Five (5)<br/>Effective Date: 2/11/2025</p>   | <p>Contract Number: 22-730G<br/>Title: Fire Equipment, Supplies, and Services<br/>Effective Date: 08/01/2022</p>   |
| <p>Contracting Officer: Gretchen Bechtel, CPPB<br/>E-mail: gretchen.bechtel@lakecountyfl.gov<br/>Telephone Number: 352-343-9765</p>  | <p>Contractor Name and Address:<br/>Name: MES Service Company, LLC<br/>Address: 12 Turnberry Ln, 2nd Floor<br/>City: Sandy Hook, CT 06482<br/>ATTENTION: jrobinson@mesfire.com;<br/>rmclester@mesfire.com</p>  |
| <p>Issued By:<br/>Procurement Services<br/>Lake County Administration Building<br/>315 W. Main St., Suite 441<br/>Tavares, Florida 32778-7800</p>  |  |
| <p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p> |  |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification of reassignment from Municipal Emergency Services, Inc. to MES Service Company, LLC per the attached.</p>   |  |
| <p><b>CONTRACTOR SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <u>Jamie Robinson</u><br/>Title: <u>Regional Vice President</u><br/>Date: <u>03/26/2025</u><br/>E-mail: <u>jrobinson@mesfire.com</u><br/>Secondary E-mail: _____</p>   | <p><b>LAKE COUNTY SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <b>Gretchen Bechtel, Contracting Officer II</b><br/>Title: _____<br/>Date: _____<br/>Digitally signed by Gretchen Bechtel, Contracting Officer II<br/>Date: 2025.03.26 14:29:45 -04'00'</p> |
| <p>Distribution:<br/>Original – Bid File<br/>Copy – Contractor<br/>Contracting Officer</p>   |  |



**MODIFICATION OF CONTRACT**

|  |   |
|--|---|
| <p>Modification Number: Four<br/>(4) Effective Date: 2/14/2025</p>   | <p>Contract Number: 22-730G<br/>Title: Fire Equipment, Supplies, and Services<br/>Effective Date: 08/01/2022</p>  |
| <p>Contracting Officer: Gretchen Bechtel, CPPB<br/>E-mail: gretchen.bechtelt@lakecountyfl.gov<br/>Telephone Number: 352-343-9765</p>   | <p>Contractor Name and Address:<br/>Name: Municipal Emergency Services, Inc<br/>Address: 12 Turnberry Ln, 2nd Floor<br/>City: Sandy Hook, CT 06482<br/>ATTENTION: jrobinson@mesfire.com;<br/>rmclester@mesfire.com</p>  |
| <p>Issued By:<br/>Procurement Services<br/>Lake County Administration Building<br/>315 W. Main St., Suite 441<br/>Tavares, Florida 32778-7800</p>  |   |
| <p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p> |   |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification for price redetermination per the attached and to renew the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.</p>   |   |
| <p><b>CONTRACTOR SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <u>Jamie Robinson</u><br/>Title: <u>Regional Vice President</u><br/>Date: <u>2/14/2025</u><br/>E-mail: <u>jrobinson@mesfire.com</u><br/>Secondary E-mail: _____</p>  | <p><b>LAKE COUNTY SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <b>Gretchen Bechtel,</b><br/>Title: <b>Contracting Officer II</b><br/>Date: _____<br/>Digitally signed by Gretchen Bechtel, Contracting Officer II<br/>Date: 2025.02.14 08:47:28 -05'00'</p> |
| <p>Distribution:<br/>Original – Bid File<br/>Copy – Contractor<br/>Contracting Officer</p>   |   |



**MODIFICATION OF CONTRACT**

|  |   |
|--|---|
| <p>Modification Number: Three (3)<br/>Effective Date: 9/14/2023</p>  | <p>Contract Number: 22-730G<br/>Title: Fire Equipment, Supplies, and Services<br/>Effective Date: 08/01/2022</p>  |
| <p>Contracting Officer: Gretchen Bechtel, CPPB<br/>E-mail: gretchen.bechtelt@lakecountyfl.gov<br/>Telephone Number: 352-343-9765</p>   | <p>Contractor Name and Address:<br/>Name: Municipal Emergency Services, Inc<br/>Address: 12 Turnberry Ln, 2nd Floor<br/>City: Sandy Hook, CT 06482<br/>ATTENTION: jrobinson@mesfire.com;<br/>rmclester@mesfire.com</p>  |
| <p>Issued By:<br/>Procurement Services<br/>Lake County Administration Building<br/>315 W. Main St., Suite 441<br/>Tavares, Florida 32778-7800</p>  |   |
| <p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p> |   |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to ADD additional manufacturers and services per the attached pricing sheets.</p>   |   |
| <p><b>CONTRACTOR SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <u>Jamie Robinson</u><br/>Title: <u>Regional Vice President</u><br/>Date: <u>9/18/2023</u><br/>E-mail: <u>jrobinson@mesfire.com</u><br/>Secondary E-mail: _____</p>  | <p><b>LAKE COUNTY SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <b>Gretchen Bechtel,</b><br/>Title: <b>Contracting Officer II</b><br/>Date: _____<br/>Digitally signed by Gretchen Bechtel, Contracting Officer II<br/>Date: 2023.09.18 08:42:16 -04'00'</p> |
| <p>Distribution:<br/>Original – Bid File<br/>Copy – Contractor<br/>Contracting Officer</p>   |   |



**MODIFICATION OF CONTRACT**

|  |   |
|--|---|
| <p>Modification Number: Two (2)<br/>Effective Date: 8/1/2023</p>   | <p>Contract Number: 22-730G<br/>Title: Fire Equipment, Supplies, and Services<br/>Effective Date: 08/01/2022</p>  |
| <p>Contracting Officer: Gretchen Bechtel, CPPB<br/>E-mail: gretchen.bechtel@lakecountyfl.gov<br/>Telephone Number: 352-343-9765</p>  | <p>Contractor Name and Address:<br/>Name: Municipal Emergency Services, Inc<br/>Address: 12 Turnberry Ln, 2nd Floor<br/>City: Sandy Hook, CT 06482<br/>ATTENTION: jrobinson@mesfire.com;<br/>rmclester@mesfire.com</p>  |
| <p>Issued By:<br/>Procurement Services<br/>Lake County Administration Building<br/>315 W. Main St., Suite 441<br/>Tavares, Florida 32778-7800</p>  |   |
| <p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p> |   |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.</p>   |   |
| <p><b>CONTRACTOR SIGNATURE BLOCK</b><br/>Signature: <u>Ward Petrie</u><br/>Print Name: <u>Ward Petrie</u><br/>Title: <u>SVP Finance</u><br/>Date: <u>4/10/23</u><br/>E-mail: <u>wpetrie@mesfire.com</u><br/>Secondary E-mail: _____</p>  | <p><b>LAKE COUNTY SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <b>Gretchen Bechtel,</b><br/>Title: <b>Contracting Officer II</b><br/>Date: _____<br/>Digitally signed by Gretchen Bechtel, Contracting Officer II<br/>Date: 2023.04.11 07:59:40 -04'00'</p> |
| <p>Distribution:<br/>● Original – Bid File<br/>Copy – Contractor<br/>Contracting Officer</p>   |   |



**MODIFICATION OF CONTRACT**

|  |   |
|--|---|
| <p>Modification Number: One (1)<br/>Effective Date: 9/13/2022</p>  | <p>Contract Number: 22-730G<br/>Title: Fire Equipment, Supplies, and Services<br/>Effective Date: 08/01/2022</p>  |
| <p>Contracting Officer: Gretchen Bechtel, CPPB<br/>E-mail: gretchen.bechtelt@lakecountyfl.gov<br/>Telephone Number: 352-343-9765</p>   | <p>Contractor Name and Address:<br/>Name: Municipal Emergency Services, Inc<br/>Address: 12 Turnberry Ln, 2nd Floor<br/>City: Sandy Hook, CT 06482<br/>ATTENTION: jrobinson@mesfire.com;<br/>rmclester@mesfire.com</p>  |
| <p>Issued By:<br/>Procurement Services<br/>Lake County Administration Building<br/>315 W. Main St., Suite 441<br/>Tavares, Florida 32778-7800</p>  |   |
| <p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p> |   |
| <p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to add the highlighted manufacturers and pricing per the attached.</p>  |   |
| <p><b>CONTRACTOR SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <u>Jamie Robinson</u><br/>Title: <u>Regional Vice President</u><br/>Date: <u>9/13/22</u><br/>E-mail: <u>jrobinson@mesfire.com</u><br/>Secondary E-mail: _____</p>  | <p><b>LAKE COUNTY SIGNATURE BLOCK</b><br/>Signature: _____<br/>Print Name: <u>Gretchen Bechtel, CPPB,</u><br/>Title: <u>Contracting Officer II</u><br/>Date: _____<br/>Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II<br/>Date: 2022.09.15 08:19:49 -04'00'</p> |
| <p>Distribution:<br/>Original – Bid File<br/>Copy – Contractor Contracting Officer</p>   |   |

| <i>Municipal Emergency Services</i> |  |        |                 |
|-------------------------------------|--|--------|-----------------|
| ITEM #                              | SAVE AND SUBMIT AS AN EXCEL FILE                         |        |                 |
| 1                                   | www.mesfire.com  |        |                 |
|                                     | <b>SHOP LOCATION</b>                                     |        |                 |
| 2a                                  | 9843 18th Street N, Suite 150A, St. Petersburg, FL 33716 |        |                 |
| 2b                                  | Jamie Robinson   |        |                 |
| 2c                                  | <b>Labor for Equipment Repair (not under warranty)</b>   |        | <b>per hour</b> |
| 2d                                  | <b>Pickup or delivery services offered?</b>              | Yes    |                 |
| 2e                                  | <b>Pick up / delivery fee for Equipment</b>              | \$0.00 | <b>per call</b> |

**The following information is required for price redetermination consideration.**

|   |   |
|---|---|
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel? | 0 |
| Which does the firm use: Diesel fuel or Gasoline?   |   |
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?                                     | 0 |
| Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?               | 0 |

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

| 3 | MANUFACTURER   | Hourly Service Rate | Factory Authorized Service Center? YES/NO |
|---|--|---------------------|---|
|   | Hurst ED/EWXT/E3 service - per tool                        | \$265.00            | Yes                                       |
|   | Hurst High Pressure service - per tool                     | \$155.00            | Yes                                       |
|   | Hurst Low Pressure service - per tool                      | \$155.00            | Yes                                       |
|   | Hurst High Pressure pump service - per pump                | \$555.00            | Yes                                       |
|   | Hurst Low Pressure pump service - per pump                 | \$555.00            | Yes                                       |
|   | Hurst extension hose - flush                               | \$140.00            | Yes                                       |
|   | Hurst extension hose - visual inspection                   | \$60.00             | Yes                                       |
|   | Hurst cord reel - flush                                    | \$225.00            | Yes                                       |
|   | Hurst cord reel - visual inspection                        | \$75.00             | Yes                                       |
|   | Hurst non warranty repairs - labor rate per hour           | \$160.00            | Yes                                       |
|   | Lift bag set inspection (1 regulator, 1 controller, hoses) | \$125.00            | Yes                                       |
|   | Lift bag service per bag (visual inspection, hydrostatic)  | \$75.00             | Yes                                       |
|   | Compressor service per hour                                | \$110.00            | Yes                                       |



| <i>Municipal Emergency Services</i>  |                  |  |                  |         |
|--|------------------|--|------------------|---------|
| <b>SAVE AND SUBMIT AS AN EXCEL FILE</b>  |                  |  |                  |         |
| <b>FIRM'S WEBSITE:</b>   |                  | <a href="http://www.mesfire.com">www.mesfire.com</a>                           |                  |         |
| 9843 18th Street N, Suite 150A, St. Petersburg, FL 33716<br><b>Warehouse Location(s):</b> AZ, CA, CO, CT, FL, IL, IN, MD, MI, NC, NE, NJ, NM, NY, OH, PA, TX, VA, WA |                  |  |                  |         |
| <b>Contact Information For Emergency/Disaster Services (24/7)</b>  |                  |  |                  |         |
|  |                  | <b>Name:</b> Jamie Robinson  |                  |         |
|  |                  | <b>Email:</b> <a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a> |                  |         |
|  |                  | <b>Emergency Phone:</b> 727-686-0020   |                  |         |
| List manufacturer brands supported.  |                  |  |                  |         |
| MANUFACTURER   | Percent Off List | In Stock / Lead Time   | Freight Included | WEBSITE |
| 343 Fire   | List             |  | No               |         |
| 3M Company   | 15%              |  | No               |         |
| 5.11   | 10%              |  | No               |         |
| Able 2 Sho Me  | 10%              |  | No               |         |
| Action   | 25%              |  | No               |         |
| Aervoe   | List             |  | No               |         |
| AH Stock   | 10%              |  | No               |         |
| Ajax   | 5%               |  | No               |         |
| Akron Brass  | 20%              |  | No               |         |
| Alcolite (Sam Carbis)  | 10%              |  | No               |         |

|                             |           |  |    |  |
|-----------------------------|-----------|--|----|--|
| Amerex                      | List      |  | No |  |
| American Firewear           | 15%       |  | No |  |
| Anchor Industries           | 10%       |  | No |  |
| Anchor Uniform              | 5%        |  | No |  |
| Angus                       | 20%       |  | No |  |
| Ansul Foam                  | 15%       |  | No |  |
| Armor Express               | Per NASPO |  | No |  |
| Avon Manufacturing          | 5%        |  | No |  |
| B&B Enterprises             | 15%       |  | No |  |
| BA Shields                  | List      |  | No |  |
| Bates (Wolverine)           | 10%       |  | No |  |
| Bayco/NightStick            | 10%       |  | No |  |
| Bayly Hat Company           | List      |  | No |  |
| Black Diamond               | 15%       |  | No |  |
| Blackinton                  | 10%       |  | No |  |
| Blauer                      | List      |  | No |  |
| Boston Leather              | 20%       |  | No |  |
| Bridgehill                  | List      |  | No |  |
| Bullard - helmets           | 20%       |  | No |  |
| Bullard - other             | 10%       |  | No |  |
| C.W. Nielsen                | 5%        |  | No |  |
| CET Pumps                   | 15%       |  | No |  |
| Chemguard                   | 10%       |  | No |  |
| Circul Air                  | List      |  | No |  |
| CMC Rescue                  | 3%        |  | No |  |
| Code 3                      | 20%       |  | No |  |
| Collins Dynamics (Rom Corp) | 22%       |  | No |  |
| Condor Outdoor              | 5%        |  | No |  |
| Council Tools               | 20%       |  | No |  |
| Courtland Boot Jack         | List      |  | No |  |
| Crew Boss                   | 5%        |  | No |  |
| Damascus                    | 5%        |  | No |  |
| Danner/LaCrosse             | 5%        |  | No |  |
| Decon Systems (Saunaray)    | List      |  | No |  |

|                                 |      |  |    |  |
|---------------------------------|------|--|----|--|
| Dicke Tool                      | 15%  |  | No |  |
| Dixie EMS/Everready             | List |  | No |  |
| Dragonfire (J Scott Solutions)  | 20%  |  | No |  |
| DuPont                          | 5%   |  | No |  |
| Dutyman                         | 5%   |  | No |  |
| Eastern Fire Equipment Services | 5%   |  | No |  |
| Edison                          | 20%  |  | No |  |
| Edwards & Cromwell              | 10%  |  | No |  |
| Edwards Garment Company         | 5%   |  | No |  |
| Edwards MFG                     | 10%  |  | No |  |
| Elbeco                          | 5%   |  | No |  |
| Elkhart Brass                   | 20%  |  | No |  |
| Energizer                       | List |  | No |  |
| Ergodyne                        | 20%  |  | No |  |
| ESS                             | 20%  |  | No |  |
| Euramco                         | 15%  |  | No |  |
| EVAC Systems                    | 5%   |  | No |  |
| Fechheimer/Flying Cross         | 5%   |  | No |  |
| Federal Signal Corp             | 20%  |  | No |  |
| Fire Hooks Unlimited            | List |  | No |  |
| Fire Innovations                | 10%  |  | No |  |
| Fire Research (FRC)             | 15%  |  | No |  |
| Fire Soaps                      | 5%   |  | No |  |
| Fire Wipes                      | 5%   |  | No |  |
| Firecom                         | 5%   |  | No |  |
| Firecraft - gloves              | 10%  |  | No |  |
| Firecraft - Sensit              | 5%   |  | No |  |
| Fire-Dex                        | 10%  |  | No |  |
| First Tactical                  | 10%  |  | No |  |
| Flamefighter                    | 20%  |  | No |  |
| Fol-Da-Tank                     | 20%  |  | No |  |
| Foxfire                         | 10%  |  | No |  |
| FoxFury                         | 10%  |  | No |  |
| Fresh Gear                      | 5%   |  | No |  |

|                               |           |  |    |  |
|-------------------------------|-----------|--|----|--|
| Froggy's Fog                  | List      |  | No |  |
| Flir                          | List      |  | No |  |
| FSI North America             | List      |  | No |  |
| Galvion                       | List      |  | No |  |
| Game Sportswear               | List      |  | No |  |
| Gemtor                        | 20%       |  | No |  |
| Gerber                        | List      |  | No |  |
| GH Armor                      | Per NASPO |  | No |  |
| Glassmaster Wehr              | 15%       |  | No |  |
| Grace Industries              | List      |  | No |  |
| Gripflex Corporation          | List      |  | No |  |
| Groves/Ready Rack             | List      |  | No |  |
| Gould & Goodrich              | List      |  | No |  |
| Haix                          | List      |  | No |  |
| Hale Fire Pumps               | List      |  | No |  |
| Hammerhead (Gear Keeper)      | 15%       |  | No |  |
| Hannay Reels                  | 10%       |  | No |  |
| Harrington                    | 25%       |  | No |  |
| Hebert                        | List      |  | No |  |
| HEN Nozzles                   | List      |  | No |  |
| Hero Wipes                    | 5%        |  | No |  |
| Hero's Pride                  | 5%        |  | No |  |
| HexArmor                      | 15%       |  | No |  |
| Homeland 6 (H6 Tactical)      | 10%       |  | No |  |
| Honeywell - boots             | 10%       |  | No |  |
| Honeywell - helmets & parts   | 10%       |  | No |  |
| Honeywell Analytics           | List      |  | No |  |
| Honeywell/Morning Pride - PPE | 10%       |  | No |  |
| Hope Uniform Company          | List      |  | No |  |
| Hot Shields                   | 5%        |  | No |  |
| Hotstick                      | List      |  | No |  |
| Humat                         | List      |  | No |  |
| Hurst                         | 5%        |  | No |  |
| Husky                         | 25%       |  | No |  |

|                                     |      |  |    |  |
|-------------------------------------|------|--|----|--|
| Hydra Shield                        | 12%  |  | No |  |
| Industrial Scientific - accessories | List |  | No |  |
| Industrial Scientific - monitors    | 10%  |  | No |  |
| J-Tek/CMJ manufacturing             | List |  | No |  |
| Justrite                            | 20%  |  | No |  |
| Kappler                             | List |  | No |  |
| Kochek                              | 25%  |  | No |  |
| Koehler Mfg                         | 20%  |  | No |  |
| Kroll                               | 10%  |  | No |  |
| Kussmaul                            | List |  | No |  |
| Lakeland                            | 10%  |  | No |  |
| Leatherhead Tools                   | 20%  |  | No |  |
| Liberty Uniform Mfg Co              | List |  | No |  |
| Lightning X                         | 10%  |  | No |  |
| Lion Uniforms                       | 10%  |  | No |  |
| Little Giant                        | 5%   |  | No |  |
| Lonsetar Axe                        | List |  | No |  |
| Mag Instruments                     | 10%  |  | No |  |
| Majestic Hoods                      | 20%  |  | No |  |
| Majestic Hoods - Gore               | List |  | No |  |
| Makita                              | List |  | No |  |
| Matex                               | 15%  |  | No |  |
| Mechanix Gloves                     | 10%  |  | No |  |
| Mocean                              | 5%   |  | No |  |
| Monadanock/Defense Technology       | 5%   |  | No |  |
| Mustang Survival                    | 10%  |  | No |  |
| Natale (Circle D)                   | 15%  |  | No |  |
| National Foam                       | 5%   |  | No |  |
| National River Supply (NRS)         | 10%  |  | No |  |
| Norco Gas                           | List |  | No |  |
| North American Rescue               | List |  | No |  |
| NUPLA                               | 15%  |  | No |  |
| OHD                                 | List |  | No |  |
| Original Footwear                   | 5%   |  | No |  |

|                                      |           |  |    |  |
|--------------------------------------|-----------|--|----|--|
| Otto                                 | List      |  | No |  |
| Pacific Helmets                      | 5%        |  | No |  |
| Pacific Reflex                       | 15%       |  | No |  |
| Paul Conway Shields                  | 10%       |  | No |  |
| Pelican                              | List      |  | No |  |
| Perfect Fit                          | List      |  | No |  |
| Performance Advantage Company (PAC)  | 10%       |  | No |  |
| Petraroc                             | List      |  | No |  |
| Petzl                                | 20%       |  | No |  |
| PGI                                  | 5%        |  | No |  |
| Pigeon Mountain Industries (PMI)     | 10%       |  | No |  |
| Plastix Plus                         | 5%        |  | No |  |
| PMI Rope                             | 10%       |  | No |  |
| Point Blank                          | Per NASPO |  | No |  |
| Poly-Tech America                    | List      |  | No |  |
| Port West                            | List      |  | No |  |
| Premier Emblem                       | 5%        |  | No |  |
| Propper                              | 5%        |  | No |  |
| Protective Industrial Products (PIP) | 10%       |  | No |  |
| R&B Fabricators                      | 10%       |  | No |  |
| Radians                              | 10%       |  | No |  |
| RAE Systems                          | 5%        |  | No |  |
| Redback Boots                        | 15%       |  | No |  |
| Reeves                               | 5%        |  | No |  |
| Rescue 42                            | 5%        |  | No |  |
| Rescue Intellitech (Solo Rescue)     | List      |  | No |  |
| Rescue Technology                    | 5%        |  | No |  |
| RevolveAir                           | List      |  | No |  |
| Rice Hydro                           | 10%       |  | No |  |
| Ringers                              | List      |  | No |  |
| RIT Safety Solutions                 | 10%       |  | No |  |
| Rock N Rescue                        | 10%       |  | No |  |
| Rocky Boots                          | 5%        |  | No |  |
| Rothco                               | 5%        |  | No |  |

|   |      |  |    |  |
|---|------|--|----|--|
| Royce Shields   | 5%   |  | No |  |
| S&S   | List |  | No |  |
| Sabre   | 5%   |  | No |  |
| Salomon   | 10%  |  | No |  |
| Samuel Broome   | 5%   |  | No |  |
| San Mar   | 10%  |  | No |  |
| Savox   | List |  | No |  |
| SCBAS   | 15%  |  | No |  |
| Scott Safety- gas detection                                     | 5%   |  | No |  |
| Scott Safety - SCBA, cylinders, masks                           | 7%   |  | No |  |
| Scott Safety- repair parts                                      | List |  | No |  |
| Scott Safety- thermal imager parts                              | List |  | No |  |
| Scott Safety- thermal imagers                                   | 5%   |  | No |  |
| Scotty Firefighter  | 15%  |  | No |  |
| Seek Thermal  | 5%   |  | No |  |
| Sensible Mounts   | 15%  |  | No |  |
| Shelby Gloves   | List |  | No |  |
| Silent Partner Technologies/BioConnect<br>IntelliView/MedixSafe | List |  | No |  |
| Silynx  | List |  | No |  |
| Simulaids   | List |  | No |  |
| Sirchie   | List |  | No |  |
| SM Smith  | 5%   |  | No |  |
| Smith & Warren  | 10%  |  | No |  |
| Snap Tite/All-American/Firequip                                 | 10%  |  | No |  |
| Solomon   | 5%   |  | No |  |
| Solutions Safety (Citrosqueeze)                                 | 5%   |  | No |  |
| Sound Uniform/Olympic Uniform                                   | List |  | No |  |
| South Park  | 20%  |  | No |  |
| Southeastern Shirt Company                                      | 5%   |  | No |  |
| Spiewak   | 5%   |  | No |  |
| Stallion Air  | List |  | No |  |
| Statpacks   | 10%  |  | No |  |
| Steck   | 10%  |  | No |  |

|   |           |  |    |  |
|---|-----------|--|----|--|
| Sterling Rope                             | 15%       |  | No |  |
| Stratton Hat                              | List      |  | No |  |
| Streamlight                               | 15%       |  | No |  |
| Supervac                                  | 5%        |  | No |  |
| Survival Armor                            | Per NASPO |  | No |  |
| Tactsquad                                 | 5%        |  | No |  |
| Target Solutions                          | List      |  | No |  |
| Task Force Tips (TFT)                     | 5%        |  | No |  |
| Task Force Tips- Blitzfire/G-Force Series | List      |  | No |  |
| Team Equipment                            | List      |  | No |  |
| Team Wendy                                | List      |  | No |  |
| Teledyne                                  | 5%        |  | No |  |
| Teelite                                   | 5%        |  | No |  |
| Tempest - VS series batteries & access.   | List      |  | No |  |
| Tempest/Leader Fans                       | 10%       |  | No |  |
| Thorogood/Weinbrenner boots               | 15%       |  | No |  |
| Tingley Rubber/Alta Industries            | List      |  | No |  |
| TNT Tools                                 | 10%       |  | No |  |
| Topps                                     | List      |  | No |  |
| Toxic Suppression                         | List      |  | No |  |
| True North                                | 10%       |  | No |  |
| Tru-Spec                                  | 10%       |  | No |  |
| Turtle Plastics                           | List      |  | No |  |
| Tyco                                      | 10%       |  | No |  |
| UltraTec Special Effects                  | 15%       |  | No |  |
| Under Armour                              | 5%        |  | No |  |
| Underwater Kinetics                       | List      |  | No |  |
| US Duty Gear                              | 5%        |  | No |  |
| Various mfgs - compressor service parts   | 5%        |  | No |  |
| Veridian - PPE                            | 25%       |  | No |  |
| Veridian- gloves, hoods, accessories      | 10%       |  | No |  |
| Vertyx                                    | List      |  | No |  |
| Vetter                                    | List      |  | No |  |
| VF Imagewear                              | 5%        |  | No |  |

|                                      |      |  |    |  |
|--------------------------------------|------|--|----|--|
| Vizcon                               | List |  | No |  |
| W. Alboum Hat Company                | List |  | No |  |
| Warson (all brands including Reebok) | 5%   |  | No |  |
| Warthog                              | 5%   |  | No |  |
| Warrior Fire Equipment               | List |  | No |  |
| Waterous                             | List |  | No |  |
| Weldon                               | 25%  |  | No |  |
| Whelen Engineering                   | 15%  |  | No |  |
| Williams Foam                        | List |  | No |  |
| Workrite                             | 10%  |  | No |  |
| Yates                                | 5%   |  | No |  |
| Zephyr                               | List |  | No |  |
| Ziamatic/Zico                        | List |  | No |  |
| Custom motor trousers/breeches (MES) | List |  | No |  |
| Sewing/embroidery/alterations (MES)  | List |  | No |  |



**CONTRACT NO. 22-730G**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023,** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

**R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

**R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

**R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

**ADDENDUM NO. #2**

**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

ADDENDUM NO. #1

22-730



P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer’s price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor’s expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES  
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County’s property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor’s expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

**EXHIBIT B – INSURANCE REQUIREMENTS**

**22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations     | \$2,000,000           |
| Personal & Adv. Injury            | \$1,000,000           |
| Fire Damage                       | \$50,000              |
| Medical Expense                   | \$5,000               |
| Contractual Liability             | Included              |

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

**EXHIBIT B – INSURANCE REQUIREMENTS**

**22-730**

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

**1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

**2.0 PAYMENT**

The Contractor shall email the County’s using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

**3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

**4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

**ATTACHMENT 1 – SUBMITTAL FORM**

**22-730**

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Municipal Emergency Services INC  
Street Address: 12 Turnberry Ln 2nd Floor  
City: Sandy Hook State and ZIP Code: CT, 06482  
Mailing Address (if different): 3789 62nd Avenue North  
Telephone: 727-521-2135 Fax: 727-525-1819  
Federal Identification Number / TIN: 651051374  
DUNS Number: 048167923

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

**ATTACHMENT 1 – SUBMITTAL FORM****22-730**

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

## TABLE OF CONTENTS

|  |   |
|--|---|
| TABLE OF CONTENTS .....                                      | 1 |
| DEFINITIONS .....  | 1 |
| INSTRUCTIONS TO VENDORS .....                                | 1 |
| PREPARATION OF PROPOSALS .....                               | 2 |
| COLLUSION.....   | 2 |
| PROHIBITION AGAINST CONTINGENT FEES .....                    | 2 |
| CONTRACTING WITH COUNTY EMPLOYEES .....                      | 3 |
| INCURRED EXPENSES .....                                      | 3 |
| AWARD .....  | 3 |
| GRANT FUNDING.....   | 3 |
| STATE REGISTRATION REQUIREMENTS .....                        | 4 |
| PRIME CONTRACTOR.....  | 4 |
| SUBCONTRACTING.....  | 4 |
| DISADVANTAGED BUSINESSES .....                               | 4 |
| GENERAL CONTRACT CONDITIONS.....                             | 4 |
| GOVERNING LAW .....  | 4 |
| COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES.....           | 4 |
| CONTRACT EXTENSION .....                                     | 5 |
| MODIFICATION OF CONTRACT .....                               | 5 |
| ASSIGNMENT.....  | 5 |
| NON-EXCLUSIVITY.....   | 5 |
| OTHER AGENCIES .....   | 5 |
| CONTINUATION OF WORK.....                                    | 5 |
| WARRANTY .....   | 5 |
| DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR ..... | 5 |
| COUNTY IS TAX-EXEMPT.....                                    | 6 |
| SHIPPING TERMS, F.O.B. DESTINATION.....                      | 6 |
| ACCEPTANCE OF GOODS OR SERVICES.....                         | 6 |
| ESTIMATED QUANTITIES .....                                   | 6 |
| PURCHASE OF OTHER ITEMS .....                                | 7 |
| SAFETY .....   | 7 |
| MATERIAL SAFETY DATA SHEET (MSDS) .....                      | 7 |
| TOBACCO PRODUCTS .....                                       | 7 |
| CLEAN-UP.....  | 7 |
| PROTECTION OF PROPERTY.....                                  | 8 |
| CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES ..... | 8 |
| TRUTH IN NEGOTIATION CERTIFICATE.....                        | 8 |
| COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS.....     | 8 |
| RESPONSIBILITY AS EMPLOYER.....                              | 8 |
| MINIMUM WAGES .....  | 9 |
| PRICE REDETERMINATIONS.....                                  | 9 |
| INDEMNIFICATION .....  | 9 |
| TERMINATION FOR CONVENIENCE .....                            | 9 |

**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

Item 11A.

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING..... 9  
TERMINATION FOR DEFAULT..... 9  
FRAUD AND MISREPRESENTATION ..... 10  
RIGHT TO AUDIT ..... 10  
PROPRIETARY/CONFIDENTIAL INFORMATION..... 10  
PUBLIC RECORDS LAW..... 10  
COPYRIGHTS ..... 12  
SOVEREIGN IMMUNITY..... 12  
COMPLIANCE WITH FEDERAL STANDARDS ..... 12  
E-VERIFY ..... 12  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) ..... 12  
FORCE MAJEURE ..... 13  
NO CLAIM FOR DAMAGES ..... 13  
CERTIFICATION REGARDING SCRUTINIZED COMPANIES ..... 13  
ANTI-TRAFFICKING RELATED ACTIVITIES ..... 13  
NOTICES ..... 14

**DEFINITIONS**

**Contract:** The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

**Contractor:** The Vendor to whom award has been made.

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

**Solicitation:** The written document requesting bids, quotes, or proposals from the marketplace.

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

**INSTRUCTIONS TO VENDORS**

- A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:
  - 1. Disclosure of Employment.
  - 2. Disclosure of Ownership.
  - 3. Drug-Free Workplace.
  - 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  - 5. Americans with Disabilities Act (ADA).
  - 6. Conflict of Interest.
  - 7. Debarment Disclosure Affidavit.
  - 8. Nondiscrimination.
  - 9. Family Leave.
  - 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors’ Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

**PREPARATION OF PROPOSALS**

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor’s firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked “Alternate Proposal.”
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

**COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

**CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee’s assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**INCURRED EXPENSES**

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

**AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County’s.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor’s site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor’s performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

**GRANT FUNDING**

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

**STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

**PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

**SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

**DISADVANTAGED BUSINESSES**

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

**GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

**COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

**CONTRACT EXTENSION**

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

**NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract’s terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**WARRANTY**

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County’s discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days’ written notice to the Contractor.

**SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor’s superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

**MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

**TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

**CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department’s project manager upon final completion.

**PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor’s operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

**CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor’s offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

**TRUTH IN NEGOTIATION CERTIFICATE**

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

**COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor’s qualifications.

**RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

**MINIMUM WAGES**

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**PRICE REDETERMINATIONS**

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor’s minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

**INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

**TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days’ written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of “reasonable costs.”

**TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County’s ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County’s intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

**FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys’ fees.

**RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County’s choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor’s description of control processes, and the independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County’s audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County’s audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the “Public Record Act”). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**COPYRIGHTS**

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

**SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

**COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**E-VERIFY**

Upon award of a Contract, the Contractor 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 all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the “SAMHSA regulations”), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

**FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor’s sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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| <b>Part number</b>          | <b>Lake County Manufacturer</b>                         | <b>List Price</b> |
|-----------------------------|---|-------------------|
| X5914026305A04              | Scott Safety - SCBA, cylinders, masks                   | \$13,524.54       |
| X5914026305A03              | Scott Safety - SCBA, cylinders, masks                   | \$13,524.54       |
| 200129-BCXXXX               | Scott Safety - SCBA, cylinders, masks                   | \$2,357.75        |
| FP1M40002M00010             | Scott Safety - SCBA, cylinders, masks                   | \$2,427.26        |
| Solid Color Shield-Black    | BA Shields  | \$40.00           |
| CF5V2DDB                    | Scott Safety - SCBA, cylinders, masks                   | \$1,117.62        |
| 201650-05                   | Scott Safety - SCBA, cylinders, masks                   | \$2,647.04        |
| 201612-01                   | Scott Safety - SCBA, cylinders, masks                   | \$114.89          |
| 201673-02                   | Scott Safety - SCBA, cylinders, masks                   | \$1,248.50        |
| 78-8151-6649-7              | Scott Safety - SCBA, cylinders, masks                   | \$468.65          |
| 31003989                    | Scott Safety - SCBA, cylinders, masks                   | \$314.18          |
| 31003990                    | Scott Safety - SCBA, cylinders, masks                   | \$314.18          |
| 31004104                    | Scott Safety - SCBA, cylinders, masks                   | \$16.35           |
| 10008912                    | Scott Safety - SCBA, cylinders, masks                   | \$3.18            |
| 31003994                    | Scott Safety - SCBA, cylinders, masks                   | \$42.90           |
| LC-Gaugeline or Hose Repair | Scott Safety non warranty repairs - labor rate per hour | N/A               |
| SCBA Flow Test Task         | SCBA flow testing                                       | N/A               |
| 804723-01                   | Scott Safety - SCBA, cylinders, masks                   | \$2,494.33        |
| FQ-AAAX                     | Seek Thermal  | \$1,399.00        |
| RT4-4505                    | Hammerhead (Gear Keeper)                                | \$36.99           |

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| Lake County Discount | Lake County Price | Madeira Beach Price |
|----------------------|-------------------|---------------------|
| 7%                   | \$12,577.82       | \$8,130.61          |
| 7%                   | \$12,577.82       | \$8,130.61          |
| 7%                   | \$2,192.71        | \$1,538.82          |
| 7%                   | \$2,257.35        | \$1,584.18          |
| List                 | \$40.00           | \$40.00             |
| 7%                   | \$1,039.39        | \$817.47            |
| 7%                   | \$2,461.75        | \$1,936.15          |
| 7%                   | \$106.85          | \$84.04             |
| 7%                   | \$1,161.11        | \$913.20            |
| 7%                   | \$435.85          | \$356.01            |
| 7%                   | \$292.19          | \$229.81            |
| 7%                   | \$292.19          | \$229.81            |
| 7%                   | \$15.21           | \$11.96             |
| 7%                   | \$2.96            | \$2.33              |
| 7%                   | \$39.90           | \$31.38             |
| N/A                  | \$100/hour        | \$85/hour           |
| N/A                  | \$55.00           | \$55.00             |
| 7%                   | \$2,319.73        | \$1,627.96          |
| 5%                   | \$1,329.05        | \$1,299.00          |
| 15%                  | \$31.44           | \$31.04             |

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