

TUESDAY, OCTOBER 13, 2026

**REGULAR
CITY COMMISSION MEETING**

AT 6:00 PM

**LOCATION:
IRB CIVIC AUDITORIUM
1507 BAY PALM BLVD
INDIAN ROCKS BEACH, FL. 33785**



AGENDA

CITY OF INDIAN ROCKS BEACH CITY COMMISSION MEETING

Civic Auditorium/Commission Chambers
1507 Bay Palm Blvd., Indian Rocks Beach, FL. 33785
Tuesday, October 13, 2026, at 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

- **Mayor Commissioner Lan Vaughan**
- **Vice Mayor Commissioner Janet Wilson**
- **Commissioner John Bigelow**
- **Commissioner Hilary King**
- **Commissioner Kellee Watt**

1. PRESENTATIONS:

1.1 REPORT OF Pinellas County Sheriff's Office

1.2 REPORT OF Pinellas Suncoast Fire & Rescue District

1.3 PRESENTATION FROM Creative Pinellas and Visit St. Pete Clearwater
[Presented by: Margaret Murray]

2. NEIGHBOR'S COMMENTS: [3-minute time limit per speaker.]

Any member of the audience may come forward, give their name and address, and state any comment or concern that they may have regarding any matter over which the City Commission has control, EXCLUDING AGENDA ITEMS. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.

3. REPORTS OF:

Items of community interest include; expression of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the Agenda.

3.1 City Manager

3.2 City Attorney

3.3 City Commission

4. WORK SESSION ITEMS:

4.1 Discussion on Retaining a Lobbyist
[City Manager, Ryan Henderson]

4.2 Discussion on Residential Outdoor Lighting Ordinance
[City Manager, Ryan Henderson]

5. CONSENT AGENDA:

These items consist of non-controversial, or "housekeeping" items required by law. Items may be considered individually by any Commissioner making such request prior to a motion and vote on the Consent Items.

5.1 APPROVAL OF September 8, 2026 Regular City Commission Meeting Minutes

5.2 APPROVAL OF September 9, 2026 Special City Commission Meeting Minutes

5.3 APPROVAL OF September 23, 2026 Special City Commission Meeting Minutes
[City Clerk, Lorin Kornijtschuk- Items: 5.1 ~ 5.3]

6. PUBLIC HEARINGS: None

7. ACTION ITEMS: [Items requiring consideration and a vote by the City Commission]

7.1 APPROVAL OF ORDINANCE NO. 2026-05- SECOND READING;
An Ordinance of the City of Indian Rocks Beach, Florida, amending Chapter 58, Taxation, Article ii, local business tax, of the Indian Rocks Beach code of Ordinances, by amending sections 58-46, initial application fee, and 58-49, fee schedule providing a revised initial application fee and a revised fee schedule providing for severability; and providing for an effective date.
[Administrative Director, Robin Gomez]

- 7.2 APPROVAL OF ORDINANCE NO. 2026-08; FIRST READING;**
An Ordinance of the City Commission of the City of Indian Rocks Beach, Florida, appropriating funds for a capital expense and adopting a budget amendment for fiscal year 2025-2026; and providing for an effective date.
[Administrative Director, Robin Gomez]
- 7.3 APPROVAL OF RESOLUTION NO. 2026-17;** A Resolution of the City Commission of the City of Indian Rocks Beach, Florida, calling for a general election for the purpose of electing, at large, qualified candidates to fill the vacancies of two City Commissioner Seats for two-year terms; establishing a candidate qualifying period; authorizing the City Manager to enter into a contract with the Pinellas County Supervisor of Elections; establishing a polling place for the **March 9, 2027 Election**; authorizing the Pinellas County Supervisor of Elections to verify candidate petition cards and facilitate the election process. *[City Clerk, Lorin Kornijtschuk]*
- 7.4 APPROVAL OF RESOLUTION NO. 2026-18;** A Resolution of the City Commission of the City of Indian Rocks Beach, Florida, nominating Madeira Beach Mayor Anne-Marie Brooks to the Forward Pinellas Board to represent the BIG-C municipalities (excluding the City of Clearwater), and providing an effective date. *[City Clerk, Lorin Kornijtschuk]*
- 7.5 APPROVAL OF** Piggyback Agreement for Deckard Technologies, Inc.
[City Manager, Ryan Henderson]
- 7.6 APPROVAL OF** Agreement to Utilize (Piggyback) Existing Contract for Services with Waste Pro of Florida, Inc., for the Collection, Hauling, and Recycling of Recyclable Materials from Residential and Multifamily Units.*[Administrative Director, Robin Gomez]*
- 7.7 APPROVAL OF** Resolution 2026-19 Authorizing additional fees for the Services of Nabors, Giblin, and Nickerson.
[City Manager, Ryan Henderson]
- 8. NEIGHBOR’S FEEDBACK:** *[1-minute time limit per speaker.]*
At the end of the meeting, any member of the audience may come forward, give their name and address, and express any comment or concern regarding what was discussed on the current night’s city commission meeting or ask a question which will be answered at a later date. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.
- 9. FUTURE AGENDA ITEMS.**
At this time, the City Commission may identify issues or topics that they wish to schedule for discussion at a future meeting.
- 10. NOTED ITEMS:**
[Copies of agreements, announcements, etc. that City Manager wants to present to City

ADJOURNMENT

APPEALS: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact City Hall at 727.595.2517 or City Clerk Lorin Kornijtschuk at lkornijtschuk@irbcity.com no later than 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

POSTED: October 9, 2026

Upcoming City Meetings to be held at the City of Indian Rocks Beach City Hall/Civic Auditorium, 1507 Bay Palm Blvd. Indian Rocks Beach, FL. 33785

- **Special Magistrate Hearing: Thursday, October 15, 2026 at 1:30 p.m.**
- **Board of Adjustment Meeting: Tuesday, October 20, 2026, at 6:00 p.m.**
- **Neighbor Advisory Board: Wednesday, October 21, 2026, at 6:00 p.m.**
- **Special Magistrate Hearing: Thursday, October 29, 2026 at 1:30 p.m.**
- **Regular City Commission Meeting: Tuesday, November 10, 2026, at 6:00 p.m.**

AGENDA ITEM NO. 1.1

REPORT OF
Pinellas County Sheriff's Office

PINELLAS COUNTY SHERIFF'S OFFICE
BOB GUALTIERI, SHERIFF



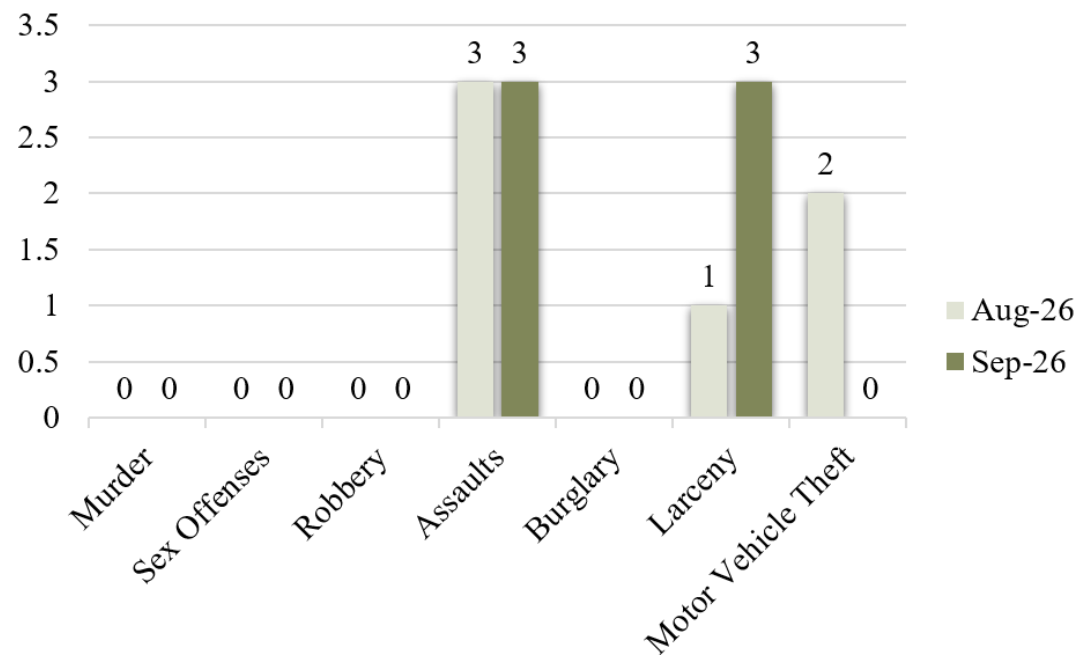
STRATEGIC PLANNING SECTION

INDIAN ROCKS BEACH ANALYSIS

Select UCR Property & Person Crimes

September 2026

Select UCR Property & Person Crimes	August 2026	September 2026	September 2025 YTD	September 2026 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	1
Robbery	0	0	0	0
Assaults	3	3	26	30
Burglary	0	0	6	0
Larceny	1	3	17	17
Motor Vehicle Theft	2	0	5	4
GRAND TOTAL	6	6	54	52



Arrests

September 2026

There was a total of **9** people arrested in the City of Indian Rocks Beach during the month of September resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
Felony	1
Aggravated Assault	1
Misdemeanor	5
Battery-Domestic Related	1
Disorderly Conduct In Establishment	1
Resist/Obstruct LEO Without Violence	2
Trespass After Warning	1
Traffic Felony	2
Driver's License Suspended/Revoked	1
DUI-3rd Violation <10 Years	1
Traffic Misdemeanor	7
Driver's License Suspended/Revoked	1
Driver's License Suspended/Revoked-2nd Conviction	1
Driving Under The Influence Of Alcohol	1
Driving Under The Influence Of Alcohol And Drugs	1
Refusal Submit To Test-Intoxicated	2
Violation Of DL Restrictions	1
Grand Total	15

ARRESTED SUBJECTS	RESIDENT	NON-RESIDENT
9	1	8

*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.

Deputy Activity

There was a total of **748** events in the City of Indian Rocks Beach during the month of September resulting in **952** units responding.

The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Indian Rocks Beach for the month of September. **CAD data is filtered by problem type.*

September 2026

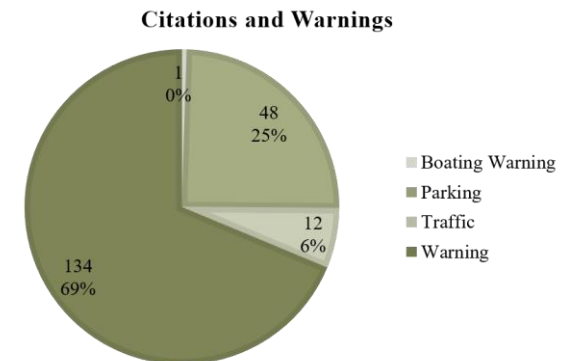
DEPUTY ACTIVITY	TOTAL
Directed Patrol	214
Traffic Stop	144
Vehicle Abandoned/Illegally Parked	85
House Check	32
911 Hangup Or Open Line	31
Area Check	30
Assist Citizen	19
Ordinance Violation	17
Traffic Control	16
Suspicious Person	14
Contact	14
Noise	11
Civil Matter	8
Trespass	8
Assist Other Agency	8
Transport Prisoner	7
Lost/Found/Abandoned Property	7
Animal Call	6
Supplement	6
Information/Other	6
Building Check Business	5
Assist Motorist	4
Ambulance/Fire Department Call	4
Accident	3
Community Contact	3

Crash & Citation Analysis

There were **NO** crashes in the City of Indian Rocks Beach during September 2026. **Crash data is filtered by disposition type and may include “accident and hit and run” problem types.*

There were a total of **195** citations and warnings issued in the City of Indian Rocks Beach during September 2026.

TRAFFIC CITATION LOCATIONS	TOTAL
Gulf Blvd & 5th Ave	4
5th Ave & 1st St	3
1901 1st St	1
Gulf Blvd & 17th Ave	1
Gulf Blvd & 18th Ave	1
Gulf Blvd & 10th Ave	1
Gulf Blvd & 13th Ave	1



AGENDA ITEM NO. 1.2

REPORT OF

Pinellas Suncoast Fire & Rescue District

AGENDA ITEM NO. 1.3

**PRESENTATION FROM
Creative Pinellas and Visit St. Pete - Clearwater**



**ST. PETE-CLEARWATER
NOVEMBER-DECEMBER**



- Art Everywhere 2026 is a collaborative effort of Visit St. Pete-Clearwater, Creative Pinellas, Clearwater Arts Alliance, and St. Petersburg Art Alliance to promote our amazing arts destination.
- Creative Pinellas received \$3.6 million in grant requests and awarded \$350,000; Additional opening and closing experiences are also being funded.
- The Indian Rocks Beach art experience that has received funds:
 - **Brushes on the Beach: a Plein Air & Sunset Celebration**
<https://www.beachartcenter.org/brushesonthebeach>

Beach Art Center

1515 Bay Palm Blvd, Indian Rocks Beach, FL 33785 & Surrounding Areas

Saturday, Dec. 5 , 2026

Web Presence

- All the art experiences are spotlighted on <https://www.visitstpeteclearwater.com/featured/art-everywhere>
- Some experiences did not receive funding, but they are receiving the benefit of promotion, so additional experiences are intended to appear as well.
- If you know of a great Indian Rocks Beach art experience happening from Nov. 1 to Dec. 6, please let them know to contact us at grants@creativepinellas.org to learn how to apply to be listed.
- We believe the consistent promotion and support of art of all types is key to the health of residents, visitors, and infrastructure across Pinellas County. We hope you join us in this opportunity to celebrate the experiences in and around Indian Rocks Beach.

AGENDA ITEM NO. 2

NEIGHBOR'S COMMENTS

AGENDA ITEM NO. 3.1

REPORTS OF

City Manager

AGENDA ITEM NO. 3.2

REPORTS OF

City Attorney

AGENDA ITEM NO. 3.3

REPORTS OF

City Commission

AGENDA ITEM NO. 4.1

WORK SESSION

Discussion on Retaining a Lobbyist

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 4.1

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Discussion on Retaining a Lobbyist

BACKGROUND:

The City of Indian Rocks Beach identified “**Protect Home Rule**” as a strategic priority in its 2026 Strategic Plan. As part of this priority, the City Commission discussed during its strategic planning session the opportunity to retain a lobbyist to represent the interests of Indian Rocks Beach at the state level and to advocate for the preservation of local home rule authority.

A key component of protecting home rule is preserving the City’s ability to regulate short-term rentals on its own terms and in a manner that reflects the unique needs and character of the community. A lobbyist would advocate on behalf of Indian Rocks Beach on matters affecting local decision-making authority, while also identifying and advancing opportunities for state appropriations to support the City’s key initiatives and priorities.

Through this effort, Indian Rocks Beach can establish a stronger voice in Tallahassee and proactively protect the City’s ability to govern local matters in the best interests of its neighbors.

Staff will recommend that the City leverage an existing contract with another municipality for lobbying services, allowing it to identify a firm that best meets the City’s specific needs while benefiting from established relationships and proven partnerships.

AGENDA ITEM NO. 4.2

WORK SESSION

Discussion on Residential Outdoor Lighting Ordinance

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 4.2

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Residential Outdoor Lighting Ordinance

BACKGROUND:

The City of Indian Rocks Beach currently regulates certain forms of outdoor lighting, including lighting associated with the protection of nesting sea turtles. Those regulations serve an important environmental purpose but are distinct from the issue of light trespass between adjoining private properties.

The City has received ongoing community interest in the impacts of residential outdoor lighting, including concerns regarding excessive illumination, glare, light trespass onto neighboring properties and waterways, and the potential effects of artificial light on the City's coastal environment and residential character.

Staff has prepared a draft ordinance that would create a new **Article VI, “Residential Outdoor Lighting,” within Chapter 26 (Environment)** of the City Code. The proposed regulations are intended to establish citywide standards for residential outdoor lighting while continuing to allow reasonable lighting for safety, security, and enjoyment of residential property.

Other Florida communities have addressed similar concerns through a combination of light-trespass standards, shielding requirements, directional controls, full-cutoff fixtures, and, in some jurisdictions, measurable illumination limits at property lines.

ATTACHMENT:

1. Residential Outdoor Lighting Draft Ordinance

CITY OF INDIAN ROCKS BEACH
ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE VI TO CHAPTER 26, ENTITLED "RESIDENTIAL OUTDOOR LIGHTING"; PROVIDING FOR PURPOSE AND FINDINGS; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; ESTABLISHING SUBSTANTIVE STANDARDS FOR RESIDENTIAL OUTDOOR LIGHTING; PROVIDING FOR LIGHTING STANDARDS; PROVIDING FOR WATERFRONT LIGHTING; PROVIDING FOR PHOTOMETRIC LIGHTING PLANS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR EXISTING NONCONFORMING LIGHTING; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR VARIANCE; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach, Florida (the "City"), is a duly constituted municipality organized and existing under the laws of the State of Florida, with the power and authority to enact ordinances for the health, safety, and welfare of its residents and visitors; and

WHEREAS, the City is a small coastal barrier island community situated between the Gulf of Mexico and the Intracoastal Waterway in Pinellas County, Florida, with unique environmental, aesthetic, and quality-of-life concerns related to outdoor lighting; and

WHEREAS, the City Commission has determined that unregulated, high-intensity, and improperly directed residential outdoor lighting adversely affects the health, safety, welfare, and quality of life of the residents and visitors of the City, including by causing light trespass onto adjacent properties and across waterways; and

WHEREAS, Goal 1 of the Future Land Use Element of the City's Comprehensive Plan provides that the residential and family character of the City shall be maintained and protected while minimizing the threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation; and

WHEREAS, Policy 1.3.5 of the Future Land Use Element provides that land development regulations shall ensure that residential land uses are located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, noise, and deterioration of structures, and the City Commission finds that excessive artificial light and glare constitute a comparable manmade hazard warranting regulation; and

WHEREAS, Policy 1.4.4(c) and Policy 1.4.7(c) of the Future Land Use Element require the placement and effective screening or shielding of site features such as

lights, signs, dumpsters, loading areas, parking areas, outdoor storage, and other features with potential negative impacts; and

WHEREAS, Chapter 26 of the Code of Ordinances (Environment) is the appropriate location for codification of residential outdoor lighting standards, as Chapter 26 already houses the City's noise ordinance, which employs a parallel regulatory framework including quantitative standards measured at the property line, a reasonable-person standard, and graduated enforcement through warnings, citations, and special magistrate proceedings; and

WHEREAS, regulation of residential outdoor lighting is consistent with the City's home rule authority under Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, and is not preempted by any state law; and enforcement of this article is authorized pursuant to Chapter 162, Florida Statutes; and

WHEREAS, the City Commission finds it necessary and in the best interest of the public health, safety, and general welfare of the citizens of Indian Rocks Beach to adopt comprehensive residential outdoor lighting standards.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Ratified.

The above recitals are hereby ratified and confirmed as true and correct and are incorporated herein as legislative findings of the City Commission.

Section 2. Creation of Article VI and Sections 26-161 through 26-180.

Subpart A Chapter 26 (Environment) of the Code of Ordinances of the City of Indian Rocks Beach, Florida, is hereby amended by creating a new Article VI and new Sections 26-161 through Section 26-180 to read as follows:

Sec. 26-161. Purpose and findings.

- (a) **Purpose.** The purpose of this article is to establish comprehensive residential outdoor lighting standards for the City of Indian Rocks Beach that protect the public health, safety, and general welfare by minimizing the adverse effects of improperly directed, excessive, and unshielded artificial outdoor lighting on residential properties, adjacent properties, public rights-of-way, waterways, and wildlife habitat, while permitting the reasonable use of outdoor lighting for safety, security, and enjoyment of property.
- (b) **Findings.** The City Commission hereby finds and declares that:
 - (1) No structure or land within the City shall be developed, used, or occupied unless all outdoor lighting conforms to the requirements of this article and, where applicable, the sea turtle protection provisions of sections 86-81 through 86-85 of this Code.

- (2) Unregulated outdoor lighting adversely affects the residential character of the City, impairs the enjoyment of property, and creates hazards for motorists and pedestrians.
- (3) Excessive artificial light at night contributes to adverse effects on native wildlife, including marine turtles, shorebirds, and other species.
- (4) Properly regulated outdoor lighting promotes safety, security, and quality of life while protecting the natural environment.

Sec. 26-162. Definitions.

For purposes of this article, the following terms shall have the meanings set forth below. Where a term defined in this article is also defined in section 86-82 of Chapter 86, Article III, Division 2 of this Code, the definition in this article shall control for purposes of this article, and the definition in section 86-82 shall control for purposes of Chapter 86, Article III, Division 2.

Artificial light means any source of light emanating from a manmade device, including but not limited to incandescent, fluorescent, LED, halogen, high-intensity discharge, and mercury vapor lamps.

Cutoff light or cutoff fixture means an outdoor lighting fixture designed so that the light source or lens is recessed or shielded such that no light rays are emitted at or above the horizontal plane running through the lowest point of the fixture, and the candela per 1,000 lamp lumens does not numerically exceed 100 (ten percent) at an angle of eighty degrees (80°) above nadir. Such fixtures eliminate direct upward light and minimize high-angle brightness. A cutoff light is synonymous with a full cutoff fixture.

Direct light means light emitted directly from the lamp or luminaire, off a reflector, or through a refractor of a luminaire, as distinguished from light reflected off other surfaces.

Floodlight means a reflector-type light fixture, whether or not the reflector is an integral part of the lamp, that is not equipped with an opaque shield to direct and control light distribution.

Footcandle means a unit of illuminance equal to one lumen per square foot, used as the standard measure of light intensity on a surface for purposes of this article.

Full cutoff fixture means See "Cutoff light."

Glare means the sensation produced by a brightness within the visual field that is sufficiently greater than the luminance to which the eyes are adapted, which causes annoyance, discomfort, or loss in visual performance and visibility.

Light trespass means artificial light that falls beyond the boundaries of the property on which the light source is located, including light that falls upon adjacent properties, public rights-of-way, waterways, or navigable waters.

Lumen means the unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candela intensity. The lumen output of a lamp is typically listed on the manufacturer's packaging or specification sheet.

Noncutoff light or noncutoff fixture means an outdoor lighting fixture that does not meet the definition of a cutoff light, including any fixture from which the light source or any reflective surface of the light fixture is visible from a horizontal plane at the level of the fixture's lowest point.

Outdoor lighting fixture means any fixed or movable exterior illuminating device, whether temporary or permanent, that is used for illumination, decoration, advertisement, or any other purpose, and that is installed, mounted, or located outdoors, including but not limited to lamps, spotlights, floodlights, security lights, and landscape lights.

Person means any natural person, firm, partnership, association, joint venture, corporation, limited liability company, estate, trust, or any other legal entity, or its legal representative, agent, or assign.

Photometric lighting plan means a plan, drawn to scale, depicting all proposed outdoor lighting fixtures and their locations, mounting heights, aiming angles, shielding details, lamp types and wattages, and calculated footcandle levels at the property line and at representative points on the site, submitted in connection with a development application as required by this article.

Property line means the boundary of any parcel of real property as shown on the recorded plat or survey thereof, or, in the case of property abutting a waterway, the seawall, bulkhead, or mean high-water line, as applicable. For waterfront properties, the property line shall be deemed extended to the water for purposes of measuring light trespass across waterways.

Shielded fixture means an outdoor lighting fixture that is constructed, equipped, and installed so that light rays emitted by the fixture, either directly from the lamp or from a reflector or refractor, are directed downward and are projected below an imaginary horizontal plane passing through the lowest point of the fixture.

Spill light means light that illuminates surfaces beyond the intended target area due to improper distribution, excessive mounting height, or improper physical location of the light fixture.

Sec. 26-163. Applicability.

- (a) **General applicability.** This article shall apply to all outdoor lighting fixtures installed, maintained, or operated on residentially zoned or residentially used properties within the corporate limits of the City of Indian Rocks Beach. No structure or land shall be developed, used, or occupied unless all outdoor lighting conforms to the requirements of this article, unless otherwise governed by sections 86-81 through 86-85 (Beach Area Lighting — Sea Turtle Protection) or section 94-91 (Dock Lighting) of this Code.
- (b) **Complementary regulation.** This article is intended to be complementary to the existing lighting regulations of the City of Indian Rocks Beach, including but not limited to sections 86-81 through 86-85 (Beach Area Lighting), section 94-91 (Dock Lighting), section 110-406 (Outdoor Seating Illumination), and section 110-827(6)(e) (Design Standards for Decorative Lighting). Nothing in this article shall be construed to repeal, amend, or modify any provision of said

existing regulations. Where a property or activity is subject to both this article and another provision of the Code of Ordinances addressing outdoor lighting, the more restrictive standard shall apply.

- (c) **New and existing installations.** This article shall apply to all new outdoor lighting fixtures installed after the effective date of this article and to existing outdoor lighting fixtures as provided in section 26-170 of this article.

Sec. 26-164. General lighting standards.

- (a) **General shielding and direction requirement.** All outdoor lighting fixtures on properties subject to this article shall be shielded or directed downward so as to minimize light trespass, glare, and spill light beyond the property on which the fixture is installed. Light shall be contained within the boundaries of the property to the maximum extent practicable. All noncutoff lights shall be shielded so that light does not illuminate above a forty-five degree (45°) angle directed toward the ground.
- (b) **Maximum illumination at property line — general.** No outdoor lighting fixture shall produce light trespass in excess of one-half (0.5) footcandle, as measured at any point along any adjacent property line at a height of five (5) feet above grade.
- (c) **Maximum illumination at property line — differentiated standard.** In addition to the general standard set forth in subsection (b), the following differentiated standards shall apply:
 - (1) Noncutoff lights: the maximum illumination measured at the property line shall not exceed three-tenths (0.3) footcandle.
 - (2) Cutoff lights: the maximum illumination measured at the property line shall not exceed one and one-half (1.5) footcandles.
 - (3) In the event of a conflict between subsection (b) and this subsection (c), the more restrictive standard shall apply.
- (d) **Light trespass — waterways.** No outdoor lighting fixture shall produce light trespass toward any waterway, including the Intracoastal Waterway or any canal, in excess of one-quarter (0.25) footcandle, as measured at the seawall, bulkhead, mean high-water line, or property line as extended to the water, whichever is applicable, at a height of five (5) feet above grade.
- (e) **Prohibition on unshielded floodlights and spotlights.** No unshielded floodlight, spotlight, or similar high-intensity outdoor lighting fixture shall be directed, aimed, or oriented toward any adjacent property, public right-of-way, or waterway, including the Intracoastal Waterway and canals. All floodlights and spotlights shall be equipped with opaque shields or hoods sufficient to prevent direct visibility of the lamp from adjacent properties and from across waterways.
- (a) **Maximum mounting height.** No outdoor lighting fixture on a residential property shall be mounted at a height exceeding fifteen (15) feet above finished grade, as measured from the base of the fixture or mounting surface to the highest point of the fixture.

- (b) **Cutoff fixtures required for high-output luminaires.** Any outdoor lighting fixture that produces a total luminous output exceeding one thousand eight hundred (1,800) lumens shall be a cutoff fixture. The lumen rating for purposes of this section shall be the initial rated lamp lumens as specified by the manufacturer.
- (c) **Prohibition on mercury vapor lighting.** The installation of new mercury vapor outdoor lighting fixtures or lamps is prohibited. Existing mercury vapor fixtures shall be brought into compliance in accordance with section 26-170 of this article.
- (d) **Color temperature.** The use of warm-color temperature lighting with a correlated color temperature (CCT) of three thousand Kelvin (3000K) or below is encouraged for all residential outdoor lighting fixtures. The City Commission finds that warm-color lighting reduces adverse impacts on wildlife, minimizes sky glow, and is more compatible with the residential character of the City's neighborhoods.
- (e) **Glare prohibition.** No outdoor lighting fixture shall produce glare visible from any public right-of-way, adjacent property, or waterway that is of sufficient intensity to impair the vision of a person of normal sensibilities.

Sec. 26-165. Waterfront lighting.

- (a) **Applicability.** This section applies to all outdoor lighting located within twenty-five (25) feet of any body of water, including the Gulf of America, the Intracoastal Waterway, canals, and any other body of water within or adjacent to the City.
- (b) **Cutoff lights required.** All outdoor lighting within twenty-five (25) feet of any body of water shall be cutoff lights and shall not exceed a height of eighteen (18) feet above grade.
- (c) **Additional sea turtle protections.** All outdoor lighting within the area subject to sections 86-81 through 86-85 of this Code shall comply with those provisions. To the extent this section imposes additional or more restrictive requirements for waterfront lighting outside the Beach Area, such requirements shall apply.

Sec. 26-166. Photometric lighting plan required.

- (a) **When required.** A photometric lighting plan shall be submitted as part of any site plan, development, or building permit application for:
 - (1) New construction of any principal structure on a residentially zoned or used property;
 - (2) Substantial renovation or expansion of an existing structure where the renovation or expansion increases the gross floor area by twenty-five percent (25%) or more;
 - (3) Any multifamily residential development of three (3) or more units; and
 - (4) Any project requiring site plan review under the Code of Ordinances.
- (b) **Contents.** The photometric lighting plan shall include, at a minimum:

- (1) A site plan drawn to scale showing the location of all proposed outdoor lighting fixtures;
 - (2) The type, wattage, lumen output, and color temperature of each fixture;
 - (3) Mounting heights and aiming angles;
 - (4) Shielding details and manufacturer's cut sheets;
 - (5) Calculated footcandle levels at the property line and at representative points on the site; and
 - (6) Demonstration of compliance with the standards of this article.
- (c) **Review and approval.** The photometric lighting plan shall be reviewed and approved by the Planning, Zoning and Permitting Department as part of the applicable permit or development review process.

Sec. 26-167. Exemptions.

The following outdoor lighting is exempt from the requirements of this article:

- (a) Emergency and temporary lighting used by police, fire, emergency medical, or other emergency responders in the performance of their official duties;
- (b) Temporary holiday or seasonal decorative lighting, provided such lighting is displayed for a period not exceeding sixty (60) days and does not create a hazard or nuisance to adjacent properties;
- (c) Lighting required by the Federal Aviation Administration, the United States Coast Guard, or any other federal or state agency having jurisdiction, to the extent of such requirement;
- (d) Public street lighting installed and operated by the City or by a utility company under a franchise agreement with the City;
- (e) Lighting on fishing vessels operating on navigable waters;
- (f) Lighting governed by sections 86-81 through 86-85 (Beach Area Lighting — Sea Turtle Protection), section 94-91 (Dock Lighting), section 110-406 (Outdoor Seating Illumination), and section 110-827(6)(e) (Design Standards), to the extent those provisions apply; provided, however, that the more restrictive standard shall apply where both this article and another Code provision are applicable; and
- (g) Construction lighting used during active construction pursuant to a valid building permit, provided such lighting is temporary in nature, directed downward, and removed upon completion of construction.

Sec. 26-168. Nonconforming lighting.

- (a) **Existing installations.** Outdoor lighting fixtures lawfully installed prior to the effective date of this article that do not conform to the requirements of this article shall be deemed nonconforming. Nonconforming lighting fixtures may continue in use, subject to the provisions of this section.
- (b) **Change of use or expansion.** When any change of use, expansion of use, or substantial renovation occurs on a property with nonconforming outdoor

lighting, the site shall be brought into compliance with the lighting requirements of this article to the greatest extent practicable, as determined by the Community Development Director on a case-by-case basis.

- (c) **Replacement of fixtures.** Any nonconforming outdoor lighting fixture that is replaced, relocated, or structurally altered after the effective date of this article shall be brought into full compliance with this article. Routine maintenance, including lamp replacement with a lamp of equal or lesser output, shall not trigger compliance.
- (d) **Mercury vapor phase-out.** All existing mercury vapor outdoor lighting fixtures shall be replaced with conforming fixtures within two (2) years of the effective date of this article.
- (e) **Voluntary compliance.** Property owners are encouraged to voluntarily bring nonconforming lighting into compliance with this article at the earliest practicable opportunity.

Sec. 26-169. Enforcement and penalties.

- (a) **Enforcement authority.** This article shall be enforced by the City's code enforcement officers, the Community Development Director, or such other officials as may be designated by the City Manager.
- (b) **Graduated enforcement.** Violations of this article shall be addressed through the following graduated enforcement process:
 - (1) First violation — written warning: Upon determination that a violation exists, the enforcing officer shall issue a written notice of violation to the property owner or responsible person, identifying the specific violation and providing a time period for correction as specified in subsection (c).
 - (2) Subsequent violations — code enforcement citation: If the violation is not corrected within the time specified in the written warning, or if a repeat violation occurs, the enforcing officer may issue a code enforcement citation pursuant to Chapter 162, Florida Statutes, and the City's code enforcement procedures.
- (c) **Time to cure.**
 - (1) Existing installations: Thirty (30) days from the date of the written notice of violation.
 - (2) New installations (fixtures installed after the effective date of this article): Fourteen (14) days from the date of the written notice of violation.
 - (3) The Community Development Director may grant a reasonable extension of time for good cause shown.
- (d) **Penalties.** Violations of this article shall be subject to the following penalties, consistent with Chapter 162, Florida Statutes:
 - (1) A fine not to exceed two hundred fifty dollars (\$250.00) per day for a first violation;

- (2) A fine not to exceed five hundred dollars (\$500.00) per day for a repeat violation;
- (3) The code enforcement board or special magistrate may impose liens against the property for unpaid fines, in accordance with section 162.09, Florida Statutes.
- (e) **Supplemental enforcement.** The enforcement procedures set forth in this section are supplemental to, and not in lieu of, any other enforcement mechanisms available to the City under applicable law, including but not limited to injunctive relief.

Sec. 26-170. Variance.

- (a) **Application.** Any property owner may apply to the City Commission or its designee for a variance from one or more specific requirements of this article. The application for variance shall be submitted and shall include a statement of the specific variance requested and the reasons therefor.
- (b) **Standards for granting a variance.** A variance may be granted only upon a finding that all of the following conditions are met:
 - (1) Strict application of the requirement would create a practical difficulty or unnecessary hardship for the applicant due to the size, shape, topography, or other physical characteristics of the property;
 - (2) The variance, if granted, will not result in material harm to adjacent properties, the public welfare, or the natural environment;
 - (3) The variance is the minimum variance necessary to afford relief;
 - (4) The variance will not be contrary to the public interest or the intent and purposes of this article; and
 - (5) The condition giving rise to the need for the variance is not self-created by the applicant.
- (c) **Conditions.** The City Commission or its designee may impose reasonable conditions on any variance to ensure that the intent and purposes of this article are served.
- (d) **Duration.** A variance shall be personal to the applicant and shall not run with the land unless the City Commission expressly provides otherwise.

Sec. 26-171. Appeals.

- (a) **Right of appeal.** Any person aggrieved by a decision of the Planning, Zoning and Permitting Director or Appointee or code enforcement officer under this article may appeal such decision to the City Commission or the Board of Adjustments, as applicable.
- (b) **Time for appeal.** An appeal shall be filed within thirty (30) days of the date of the decision being appealed, in writing, to the City Clerk.
- (c) **Standard of review.** The City Commission shall review the decision de novo and may affirm, reverse, or modify the decision, with or without conditions.

- (d) **Judicial review.** Any party aggrieved by a final order may appeal to the Circuit Court of Pinellas County within thirty (30) days of the execution of the order.

Secs. 26-172 through 26-180. Reserved.

Reserved.

Section 3. Codification.

It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Indian Rocks Beach, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate word. The codifier is hereby granted the authority to renumber, reclassify, and rearrange the sections, subsections, and paragraphs of this ordinance as necessary to effectuate proper codification and integration into the Code of Ordinances.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Conflicts.

In the event of a conflict between the provisions of this ordinance and any other provision of the Code of Ordinances of the City of Indian Rocks Beach, or any other applicable ordinance, resolution, rule, or regulation, the more restrictive standard shall apply. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the ____ day of _____, 2026.

ATTEST:

Lorin Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

PUBLISHED the _____ day of _____, 2026, in the [insert publication name].

ADOPTED ON SECOND AND FINAL READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the _____ day of _____, 2026.

ATTEST:

Lorin Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

AGENDA ITEM NO. 5.1

CONSENT AGENDA

**Approval of
September 8, 2026
Regular City Commission Meeting Minutes**

**MINUTES
CITY OF INDIAN ROCKS BEACH
CITY COMMISSION MEETING
Tuesday, September 8, 2026
6:00 p.m.**

The City of Indian Rocks Beach City Commission held a regular meeting at 6:00 p.m. on September 8, 2026 in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:01 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Staff Present: City Manager Ryan Henderson, City Attorney Matthew Maggard, Administrative Director Robin Gomez, City Clerk Lorin Kornijtschuk, and Public Information Officer Mishelle Hargett.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

1. Presentations

1.1 Report of Pinellas County Sheriff's Office

1.2 Report of Pinellas Suncoast Fire & Rescue District

2. Neighbor's Comments

Mayor Commissioner Vaughan opened neighbor comments.

Nancy Obarski, 708 Beach Trail: asked if the Army Corps of Engineers would return the easements that were signed.

Don House, 2104 Beach Trail: encouraged the City to approve continuous use on the beach.

John Thayer, 1819 Bay Blvd.: requested a report on paid parking, he also suggested that signs be placed on the beach that read “No motorized vehicles on the beach”.

Matthew Barrowclough, 211 11th Ave.: disagreed with paying Homes not Hotels in the settlement.

Patti Katz, 124 13th Ave: stated she was happy that Homes not Hotels exist.

Mayor Commissioner Vaughan closed neighbor comments.

3. Reports Of

3.1 City Manager

City Manager Ryan Henderson provided updates on several initiatives:

- **Lighting Ordinance:** Staff will bring a discussion item to the next meeting regarding model lighting ordinances adopted by other communities.
- **Environmental Task Force:** Henderson proposed creating a temporary Environmental Task Force, modeled after the Hurricane Task Force, to address issues including manatee and sea turtle protection, red tide, turtle-friendly lighting, and environmental awareness. The task force would review practices in other beach communities, work with community partners, and operate for approximately three months.
Commissioners expressed support.
- **Lobbyist/Home Rule Protection:** Henderson proposed exploring the retention of a lobbyist to monitor Tallahassee legislation and advocate for municipal home rule authority. A work session is anticipated for October to identify the City's needs and develop an RFP for lobbying services.

3.2 City Attorney

City Attorney Matthew Maggard updated the Commission on pending litigation involving Homes Not Hotels, Inc.

3.3 City Commission

Commissioner Watt: reported she was selected for the Florida League of Cities Natural Resources, Public Works and Utility Policy Committee, covering coastal management, stormwater management, recycling, and water quality. She also noted she would be attending a Florida League of Cities workshop for newly elected officials in the coming weeks.

Commissioner Bigelow: previewed the upcoming land acquisition discussion (Item 9.1) regarding land acquisition and expressed the support for purchasing it as green space.

Commissioner King: commented on lighting complaints from neighbors about newer homes. She emphasized the importance of tracking the city's strategic plan initiatives.

Vice Mayor Commissioner Wilson: announced the upcoming IRB Homes Putt Putt Pub Crawl, Blood Drive outside City Hall and the Suncoast League of Cities general membership meeting. She noted she would be serving for a third year on the Development Code Compliance and Redevelopment Committee of the Florida League of Cities Legislative Committees.

Mayor Commissioner Vaughan: recognized Paul Zagami, president of Action 2000, who was present. He announced the Action 2000 meeting and upcoming Oktoberfest. He highlighted that Commissioners Watt, Wilson, and himself would all be serving on Florida League of Cities Legislative Policy Committees. He noted that Indian Rocks Beach is in the running for Creative Loafing's Best of the Bay 2026.

Mayor Commissioner Vaughan presented Vice Mayor Commissioner Wilson with a certificate recognizing her achievement of the Florida League of Cities Gold Level designation through completion of government education courses, praising her dedication to public service and professional excellence. Vice Mayor Wilson thanked the Commission and expressed her commitment to continued learning and committee service.

4. Work Session Items

4.1 Reduction of Speed Limit on Secondary Roads

City Manager Ryan Henderson facilitated discussion on reducing speed limits on secondary roads.

Commission Discussion

Commissioner King emphasized that the safety issue extends beyond speeding and recommended the study go beyond just a speed study.

Mayor Vaughan expressed interest in understanding what residents want. He suggested combining speed study with a street safety study covering golf carts and other safety concerns.

City Attorney Maggard clarified that state statute requires a study to justify lowering the speed limit below 30 mph, with 20 or 25 mph being the two options available to municipalities, and that the city can only adjust speed on city-owned and maintained roads.

Mayor Commissioner Vaughan opened neighbor comments.

- Michael Mirmanesh, 339 12th Ave.: Supports reduction of speed limits
- Michael Mirmanesh, Jr., 339 12th Ave: Supports reduction of speed limits
- Tom Wilson, 444 Harbor Dr. N: Suggested installing stop signs might be more effective than lowering the speed limit.
- John Thayer, 1819 Bay Boulevard: Suggested: identify trouble areas, post speed limit signs, and issue tickets.
- Dave Watt, 431 Harbor Drive South: Supportive of lowering the speed limit to 20 mph and also suggested speed humps on straightaways.
- John Peruccio, 319 Harbor Drive: Suggested automatic ticket enforcement devices.

Mayor Commissioner Vaughan closed neighbor comments.

City Staff will continue to explore reducing speed limits on secondary roads.

5. Consent Agenda

The following items were presented on the Consent Agenda:

- **5.1** Approval of August 19, 2026, Regular City Commission Meeting Minutes [*City Clerk, Lorin Kornijtschuk*]
- **5.2** Approval of August 27, 2026, Executive Client Session Meeting Minutes [*City Clerk, Lorin Kornijtschuk*]
- **5.3** Authorizing the City Manager to award Request for Proposal Number P.W.D. – 2026-01 and enter into a contract with JAN-PRO of Tampa Bay for the City of Indian Rocks Beach Janitorial Services [*City Manager, Ryan Henderson*]
- **5.4** Receive and File the Pinellas County 2025 National Flood Insurance Program's (NFIP) Community Rating System (CRS) Annual Report [*City Manager, Ryan Henderson*]
- **5.5** Approval of Public Risk Management of Florida (PRM) Renewal Agreement for property, casualty, worker's compensation, and flood insurance coverages for FY 2026-2027 [*Administrative Director, Robin Gomez*]

Motion: Approve the items on the consent agenda, consisting of items 5.1 through 5.5

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
 - Commissioner Bigelow - Yes
 - Commissioner King - Yes
 - Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

6. Public Hearings

6.1 ABT 28-2026 at 2300 Gulf Boulevard #7 Avenue 23 Kitchen, Inc.

Considering a 2 COP Alcoholic Beverage Use Designation for the establishment Avenue 23 Kitchen, Inc. located at 2300 Gulf Boulevard, Suite 7

City Clerk Lorin Kornijtschuk, presented ABT 28-2026.

Mayor Commissioner Vaughan opened neighbor comments.

Applicant Valerie De Marchi, 2300 Gulf Blvd. introduced herself to the Commission.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve the request for an Alcoholic Beverage Use Designation of 2 COP, Valerie De Marchi, d/b/a Avenue 23 Kitchen Inc., which establishment is located at 2300 Gulf Boulevard, Suite 7, Indian Rocks Beach, Florida, and legally described as Lots 6 and 7 less road on E, Block 42, Indian Beach Re-Revised Map of Indian Rocks Beach with the following stipulation: Repeated or intermittent nuisance activity and/or unlawful noise levels originating from the establishment or the parking area may result in the revocation of the alcoholic beverage designation.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes

- Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

7. Action Items

7.1 Approval of Ordinance No. 2026-04 – Second Reading;

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 74 (WATERWAYS), ARTICLE III (BEACHES), DIVISION 1 (GENERALLY) BY AMENDING SECTION 74-61 PROHIBITED ACTIVITIES) OF THE CODE OF ORDINANCES OF THE CITY OF INDIAN ROCKS BEACH TO ADD SMOKING AND VAPING AS A PROHIBITED BEACH ACTIVITY; CREATING NEW SECTIONS 74-67, 74-68, 74-69, AND 74-70, PROVIDING FOR PURPOSE AND DEFINITIONS AND PROHIBITION OF SMOKING AND VAPING ON PUBLIC BEACHES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR POSTING OF NO SMOKING SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Matthew Maggard read the Ordinance by title only.

Mayor Commissioner Vaughan opened neighbor comments.

Beth McMullen, 481 Harbor Dr. S. spoke for Jen Privalle of Largo, founder of Indian Rocks Beach Trash Tribe, supports the city's proposed smoking and vaping ban on our beaches.

Gordon Obarski, 708 Beach Trail, questioned how this Ordinance will be enforced.

Nancy Obarski, 708 Beach Trail, stated it will be difficult enforcing the Ordinance.

Don House, 2104 Beach Trail, noted the difficulty enforcing the Ordinance.

John Thayer, 1819 Bay Blvd. stated the Ordinance will not be enforced.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve Ordinance 2026-04 on Second Reading

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
 - Commissioner Bigelow - Yes
 - Commissioner King - Yes
 - Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

7.2 Approval of Resolution No. 2026-16 ;

A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, REVISING THE FEE SCHEDULE FOR THE REGISTRATION AND INSPECTION OF VACATION RENTALS AND PROVIDING FOR AN DATE.

City Attorney Matthew Maggard read the Resolution by title only.

Administrative Director Robin Gomez presented Resolution No. 2026-16

Mayor Commissioner Vaughan opened neighbor comments.

Jerry Newton, 438 Harbor Dr. N: Stated that the proposed numbers seem low.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve Resolution 2026-16

Moved by: Commissioner Watt

Seconded by: Vice Mayor Commissioner Wilson

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
 - Commissioner Bigelow - Yes
 - Commissioner King - Yes
 - Vice Mayor Commissioner Wilson - Yes
 - Mayor Commissioner Vaughan - Yes
-

7.3 Approval of Ordinance No. 2026-05 – First Reading;

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 58, TAXATION, ARTICLE II, LOCAL BUSINESS TAX, OF THE INDIAN

ROCKS BEACH CODE OF ORDINANCES, BY AMENDING SECTIONS 58-46, INITIAL APPLICATION FEE, AND 58-49, FEE SCHEDULE, PROVIDING A REVISED INITIAL APPLICATION FEE AND A REVISED FEE SCHEDULE PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Matthew Maggard read the Ordinance by title only.

Administrative Director Robin Gomez presented Ordinance No. 2026-05

Mayor Commissioner Vaughan opened neighbor comments, hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve Ordinance No. 2026-05 on First Reading

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (4-1)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - No
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

7.4 Approval of Piggyback Agreement for Professional Services with Kimley-Horn for Land Development Regulation Review

City Manager Ryan Henderson, introduced Hannah Schaefer of Kimley-Horn who provided a PowerPoint presentation to introduce the firm.

Mayor Commissioner Vaughan opened neighbor comments.

Patti Katz, 124 13th Ave. was concerned about the timing of the project.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approval of Piggyback Agreement for Professional Services with Kimley- Horn for Land Development Regulation Review.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

7.5 Approval of the Homes not Hotels, Inc. Settlement Agreement

City Attorney Matthew Maggard presented the agreement and clarified the status of two related lawsuits.

Mayor Commissioner Vaughan opened neighbor comments.

- Don House, 2104 Beach Trail: Opposed settling.
- Nancy Obarski, 708 Beach Trail: Opposed settling.
- John Pfastiehl, 448 Harbor Dr. S.: Supports settling.
- Gordon Obarski, 708 Beach Trail: Opposed settling.

Mayor Commissioner Vaughan closed neighbor comments.

Motion: Motion to approve the Homes Not Hotels Settlement Agreement on the mandamus case.

Moved by: Commissioner Watt

Seconded by: Commissioner Bigelow

Motion passed (3-2)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - No
- Vice Mayor Commissioner Wilson - No
- Mayor Commissioner Vaughan - Yes

8. Neighbor's Feedback

Mayor Commissioner Vaughan opened neighbor comments.

Don House, 2104 Beach Trail: Agreed with Ordinance 2026-04, but disagreed with the Commission settling with Homes Not Hotels.

Mayor Commissioner Vaughan closed neighbor comments.

9. Future Agenda Items

9.1 Land Acquisition

City Manager Henderson provided information on vacant property located at 2300 Gulf Blvd and asked the Commission if they agreed to have staff explore the purchase.

The Commission agreed to have staff explore the purchase.

Requested Future Agenda Items:

Mayor Commissioner Vaughan requested a discussion on E-bikes on the beach.

Vice Mayor Commissioner Wilson requested the review of the 2024 Charter Review Committee suggestions.

Commissioner King requested tracking the city's strategic plan initiatives.

10. Noted Items: None

Adjournment

Motion made by Vice Mayor Commissioner Wilson, which was seconded by Commissioner Watt, to adjourn at 8:55 p.m.

Attestation

These minutes are submitted as a true and accurate record of the Regular City Commission Meeting of the City of Indian Rocks Beach held on Tuesday, September 8, 2026.

_____ Date: _____

Lorin A. Kornijtschuk, City Clerk
City of Indian Rocks Beach

_____ Date: _____

Lan Vaughan, Mayor Commissioner
City of Indian Rocks Beach

AGENDA ITEM NO. 5.2

CONSENT AGENDA

**Approval of
September 9, 2026
Special City Commission Meeting Minutes**

MINUTES
CITY OF INDIAN ROCKS BEACH
SPECIAL CITY COMMISSION MEETING
Wednesday, September 9, 2026
6:00 p.m.

The Indian Rocks Beach City Commission held a special meeting at 6:00 p.m. on September 9, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Staff Present: City Manager Ryan Henderson, City Attorney Matthew Maggard, Administrative Director Robin Gomez, and City Clerk Lorin Kornijtschuk.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

1. Fiscal Year 2026/2027 Budget Public Hearings

1.1 Ordinance No. 2026-06 — Public Hearing / First Reading

Adopting the final levying of ad valorem taxes for the City of Indian Rocks Beach, Pinellas County, Florida, Fiscal Year 2026/2027; providing for notification of requisite government authorities; and providing for an effective date.

City Attorney Matthew Maggard read the Ordinance by title only.

Administrative Director Robin Gomez presented Ordinance No. 2026-06:

The proposed millage rate of 1.7300 for Fiscal Year 2026/2027 is the same rate as the current year and would be the fourth consecutive year at that rate. The total assessed value of real and personal property within the city increased approximately 5.26% over the prior year to just under \$2.25 billion. The proposed millage rate of 1.7300 is approximately 2.74% above the rollback rate of 1.6838. The rollback rate is defined as the rate that would generate the same revenue as the current year using next year's valuations. The proposed rate of 1.7300 is the fourth lowest millage rate in Pinellas County.

Mayor Commissioner Vaughan opened neighbor comments; hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Adopt Ordinance No. 2026-06, on first reading, adopting the final levying of ad valorem taxes for the City of Indian Rocks Beach for Fiscal Year 2026/2027, providing for notification of requisite government authorities and providing for an effective date, and 1.7300 as the millage rate.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

1.2 Ordinance No. 2026-07 — Public Hearing / First Reading

Ordinance of the City of Indian Rocks Beach, Pinellas County, Florida, Adopting a Budget for Fiscal Year 2026/2027, making appropriations and operating expenditures for fiscal year 2026 through 2027, providing for notification of requisite government authorities and providing for an effective date.

City Attorney Matthew Maggard read the Ordinance by title only.

Administrative Director Robin Gomez presented Ordinance No. 2026-07.

Mayor Commissioner Vaughan opened neighbor comments; hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Adopt Ordinance No. 2026-07, on first reading, adopting a Budget for Fiscal Year 2026/2027, making appropriations and operating expenditures for fiscal year 2026 through 2027, providing for notification of requisite government authorities and providing for an effective date.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

Adjournment

Motion made by Vice Mayor Commissioner Wilson and seconded by Commissioner Watt to adjourn at 6:54 p.m.

Attestation

These minutes are submitted as a true and accurate record of the Special City Commission Meeting of the City of Indian Rocks Beach held on Wednesday, September 9, 2026.

_____ Date: _____

Lorin A. Kornijtschuk, City Clerk
City of Indian Rocks Beach

_____ Date: _____

Lan Vaughan, Mayor Commissioner
City of Indian Rocks Beach

AGENDA ITEM NO. 5.3

CONSENT AGENDA

**Approval of
September 23, 2026
Special City Commission Meeting Minutes**

MINUTES
CITY OF INDIAN ROCKS BEACH
SPECIAL CITY COMMISSION MEETING
Wednesday, September 23, 2026
6:00 p.m.

The Indian Rocks Beach City Commission held a special meeting at 6:00 p.m. on September 23, 2026, in the Civic Auditorium/Commission Chambers at City Hall, located at 1507 Bay Palm Blvd., Indian Rocks Beach, Florida.

CALL TO ORDER

Mayor Commissioner Vaughan called the meeting to order at 6:01 p.m., followed by the Pledge of Allegiance and a moment of silence.

ROLL CALL

Commission Members Present:

- Mayor Commissioner Lan Vaughan
- Vice Mayor Commissioner Janet Wilson
- Commissioner John Bigelow
- Commissioner Hilary King
- Commissioner Kellee Watt

Staff Present: City Manager Ryan Henderson, City Attorney Matthew Maggard, Administrative Director Robin Gomez, and City Clerk Lorin Kornijtschuk.

(To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.)

1. Fiscal Year 2026/2027 Budget Public Hearings

1.1 Ordinance No. 2026-06 — Public Hearing / Second Reading

Adopting the final levying of ad valorem taxes for the City of Indian Rocks Beach, Pinellas County, Florida, Fiscal Year 2026/2027; providing for notification of requisite government authorities; and providing for an effective date.

City Attorney Matthew Maggard read the Ordinance by title only.

Administrative Director Robin Gomez presented Ordinance No. 2026-06:

The proposed millage rate of 1.7300 for Fiscal Year 2026/2027 is the same rate as the current year and would be the fourth consecutive year at that rate. The total assessed value of real and personal property within the city increased approximately 5.26% over the prior year to just under \$2.25 billion. The proposed millage rate of 1.7300 is approximately 2.74% above the rollback rate of 1.6838. The rollback rate is defined as the rate that would generate the same revenue as the current year using next year's valuations. The proposed rate of 1.7300 is the fourth lowest millage rate in Pinellas County.

Mayor Commissioner Vaughan opened neighbor comments; hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Adopt Ordinance No. 2026-06, on second reading, adopting the final levying of ad valorem taxes for the City of Indian Rocks Beach for Fiscal Year 2026/2027, providing for notification of requisite government authorities and providing for an effective date, and 1.7300 as the millage rate.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

1.2 Ordinance No. 2026-07 — Public Hearing / Second Reading

Ordinance of the City of Indian Rocks Beach, Pinellas County, Florida, Adopting a Budget for Fiscal Year 2026/2027, making appropriations and operating expenditures for fiscal year 2026 through 2027, providing for notification of requisite government authorities and providing for an effective date.

City Attorney Matthew Maggard read the Ordinance by title only.

Administrative Director Robin Gomez presented Ordinance No. 2026-07.

Mayor Commissioner Vaughan opened neighbor comments; hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Adopt Ordinance No. 2026-07, on second reading, adopting a Budget for Fiscal Year 2026/2027, making appropriations and operating expenditures for fiscal year 2026 through 2027, providing for notification of requisite government authorities and providing for an effective date.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

1.3 City Manager Annual Performance Evaluation.

City Manager thanked the Commission and City staff. He reviewed his accomplishments and areas of organizational progress over the past year.

Mayor Commissioner Vaughan opened neighbor comments; hearing and seeing no one wishing to speak, Mayor Commissioner Vaughan closed neighbor comments.

Motion: Approve a salary adjustment of 5% for the City Manager.

Moved by: Vice Mayor Commissioner Wilson

Seconded by: Commissioner Watt

Motion passed (5-0)

Roll Call Vote:

- Commissioner Watt - Yes
- Commissioner Bigelow - Yes
- Commissioner King - Yes
- Vice Mayor Commissioner Wilson - Yes
- Mayor Commissioner Vaughan - Yes

Adjournment

Motion made by Vice Mayor Commissioner Wilson and seconded by Commissioner Watt to adjourn at 6:13 p.m.

Attestation

These minutes are submitted as a true and accurate record of the Special City Commission Meeting of the City of Indian Rocks Beach held on Wednesday, September 23, 2026.

_____ Date: _____

Lorin A. Kornijtschuk, City Clerk
City of Indian Rocks Beach

_____ Date: _____

Lan Vaughan, Mayor Commissioner
City of Indian Rocks Beach

AGENDA ITEM NO. 6

PUBLIC HEARING

None

AGENDA ITEM NO. 7.1

ACTION ITEM

APPROVAL OF ORDINANCE NO. 2026-05
Second Reading

INDIAN ROCKS BEACH CITY COMMISSION

AGENDA MEMORANDUM

MEETING OF: October 13, 2026 **AGENDA ITEM: 7.1**

ORIGINATED BY: Robin I. Gomez, Administrative Director

APPROVED BY: Ryan Henderson, City Manager

SUBJECT: **Ordinance 2026-05, Second Reading, Amending the Local Business Tax Application Fee and Fee Schedule**

BACKGROUND:

For many years the City of Indian Rocks Beach has levied an annual local Business Tax listed in City Code Chapter 58, as allowed under the City's home rule powers granted by Florida State Statutes, Chapter 166. Previously known as the occupational license fee, the tax is levied on the privilege of engaging in or managing any business or professional enterprise within the City's corporate limits with the City setting the tax rates in a fee schedule (see enclosed Local Business Tax Fee Schedule). The last update to the local business tax fee schedule occurred in 2015.

ANALYSIS:

City staff along with the City's Finance and Budget Review Committee reviewed the local business tax fee schedule and are recommending a fee revision, a 5% increase in the entire fee schedule. As stated, the last revisions to the local business tax occurred in 2015. The adjusted local business tax rates will generate approximately an additional annual \$2,000 to \$2,250 in general fund revenue. Local business tax revenues are used to help pay for general government services including administration, finance, planning & zoning, etc., as accounted for in the City's General Fund. Annual local business tax revenue from fiscal year 2023 to the current fiscal year 2026:

2023	\$39,196.70	
2024	\$39,482.00	
2025	\$31,292.00	
2026	\$43,153.18	thru Aug 31, 2026

MOTION: Approve Ordinance 2026-05, on Second Reading, Amending the Local Business Tax Application fee and Fee Schedule.

DOCUMENTS ENCLOSED: Local Business Tax Fee Schedule

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING CHAPTER 58, TAXATION, ARTICLE II, LOCAL BUSINESS TAX, OF THE INDIAN ROCKS BEACH CODE OF ORDINANCES, BY AMENDING SECTIONS 58-46, INITIAL APPLICATION FEE, AND 58-49, FEE SCHEDULE, PROVIDING A REVISED INITIAL APPLICATION FEE AND A REVISED FEE SCHEDULE PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Indian Rocks Beach desires to revise a part of the rules and regulations applicable to Local Business Taxes; and

WHEREAS, the Florida Legislature has provided for rules and regulations applicable to local business taxes in Chapter 205, Florida Statutes; and

WHEREAS, the City Commission of the City of Indian Rocks Beach desires to update and maintain a local business tax for the privilege of engaging in or maintaining any business or professional enterprise within the City for the benefit of its citizens; and

WHEREAS, the City Commission of the City of Indian Rocks Beach finds that regulating and maintaining a local business tax is in the best interest of the health, safety and welfare of its citizens; and

NOW, THEREFORE, be it ordained by the City Commission of the City of Indian Rocks Beach, Florida, as follows:

Section 1. – That the existing Chapter 58-46, Initial Application Fee and Section 58-49, Fee Schedule, of the Indian Rocks Beach Code of Ordinances is hereby amended to read as follows:

Section 58-46. – Initial Application Fee

There shall be a nonrefundable fee of ~~\$15.00~~ \$15.75 for the initial application for a local business tax receipt.

Section 58-49. - Fee schedule

The local business tax fees shall be as follows and such fees shall be assessed and collected by the city:

Abstract company (title company)~~\$ 150.00~~ \$157.50

Addressing, mailing~~70.00~~ 73.50

Administrative office~~70.00~~ 73.50

Advertising:

Agency~~100.00~~ 105.00

City directory~~300.00~~ 315.00

Directory, guide book~~100.00~~ 105.00

Agent or agency:

Book or magazine~~150.00~~ 157.50

Claim or collection~~50.00~~ 52.50

Credit reporting~~100.00~~ 105.00

Employment~~100.00~~ 105.00

Insurance~~100.00~~ 105.00

Private detective security~~50.00~~ 52.50

Travel~~100.00~~ 105.00

Amusement machines, coin-operated:

Dealer or lessor~~150.00~~ 157.50

Operator or lessee, each machine~~20.00~~ 21.00

Amusement park~~375.00~~ 393.75

Amusement rides, each, per day~~50.00~~ 52.50

Animal grooming~~60.00~~ 63.00

Animal hospital~~100.00~~ 105.00

Answering service, telephone~~80.00~~ 84.00

Appraiser~~100.00~~ 105.00

Astrologer~~3,125.00~~ 3281.25

Astronomer~~150.00~~ 157.50

Auctioneer, per day~~150.00~~ 157.50

Auction shop~~450.00~~ 472.50

Automotive:

Agency~~112.50~~ 118.00

Dealer~~112.50~~ 118.00

Garage~~80.00~~ 84.00

Services:

Rental (cars, trucks, trailers)~~100.00~~ 105.00

Parking lot:

One to 50 cars~~40.00~~ 42.00

Over 50 cars~~100.00~~ 105.00

Storage capacity:

Six to 10 cars~~40.00~~ 42.00

11 to 20 cars~~60.00~~ 63.00

21 to 50 cars~~80.00~~ 84.00

Over 50 cars~~120.00~~ 126.00

Washing and polishing~~50.00~~ 52.50

Wrecker or towing service~~100.00~~ 105.00

Service station:

First pump~~60.00~~ 63.00

Each additional pump~~6.00~~ 6.30

With garage (additional)~~80.00~~ 84.00

Bait dealer and/or sales~~70.00~~ 73.50

Bakery goods, retail store~~100.00~~ 105.00

Baked goods, delivery and/or sales~~100.00~~ 105.00

Bank, lending institution or savings and loan	262.50	<u>275.75</u>
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Barbershop:

First two chairs	60.00	<u>63.00</u>
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Each additional chair	20.00	<u>21.00</u>
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Beauty parlor:

First two chairs or booths	60.00	<u>63.00</u>
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Each additional chair or booth	20.00	<u>21.00</u>
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Beverages, nonalcoholic:

Bottling works: See "Manufacturing."

Distribution or wholesaler	100.00	<u>105.00</u>
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Beverage delivery, soft drinks	50.00	<u>52.50</u>
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Refreshment stand, sale of soft drinks only, each location	50.00	<u>52.50</u>
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Bicycle shop, repair only	50.00	<u>52.50</u>
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Billiards, pool:

First table	100.00	<u>105.00</u>
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Each additional table	10.00	<u>10.50</u>
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Blood pressure machines	25.00	<u>26.25</u>
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Blueprint, photostat or similar service	80.00	
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Boats:

Accessories: See "Merchant."

Builders: See "Manufacturing."

Charter or rental	100.00	<u>105.00</u>
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Dealers	100.00	<u>105.00</u>
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Repair and service	112.50	<u>118.00</u>
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Storage	100.00	<u>105.00</u>
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Bonding company (see "Insurance"):

Individual	100.00	<u>105.00</u>
Bookkeeping service (if not licensed accountant)	80.00	<u>84.00</u>
Book/video entertainment items (adult sales)	3,125.00	<u>3,281.25</u>
Broker:		
Merchandise	100.00	<u>105.00</u>
Mortgage	100.00	<u>105.00</u>
Stocks, bonds and other:		
Dealer	127.50	<u>134.00</u>
Individual (not employed by dealer)	100.00	<u>105.00</u>
Builder, speculator and/or developer	150.00	<u>157.50</u>
Business advisory services	100.00	<u>105.00</u>
Business machine rentals	80.00	<u>105.00</u>
Bus station, interstate business	100.00	<u>105.00</u>
Carnival, per day (including side shows)	150.00	<u>157.50</u>
Each concession stand, per day	80.00	<u>84.00</u>
Caterer	80.00	<u>84.00</u>
Character reading	3,125.00	<u>3,281.25</u>
Christmas tree stand (season only)	40.00	<u>42.00</u>
Circus:		
Shows and tent shows, per day	375.00	<u>393.75</u>
Each side show, concession stand, booth, per day	50.00	<u>52.50</u>
Parade, circus held in city	100.00	<u>105.00</u>
Clairvoyant	3,125.00	<u>3,281.25</u>
Cleaning, press and dye:		
Plant (ten or less employees)	112.50	<u>118.00</u>
Each additional employee	2.00	<u>2.10</u>

Branch or collection agency	50.00	<u>52.50</u>
Laundry and linen service	100.00	<u>105.00</u>
Diaper service	60.00	<u>63.00</u>
Clothing or costume rental	60.00	<u>63.00</u>
Community residential or family care home	100.00	<u>105.00</u>
Consignment shop	60.00	<u>63.00</u>
Contest company	300.00	<u>315.00</u>
Contractor, building:		
Class A	157.50	<u>165.25</u>
Class B	105.00	<u>110.25</u>
Class C	70.00	<u>73.50</u>
Subcontractors		
Armored cars (Brinks, etc.)	70.00	<u>73.50</u>
Block mason	70.00	<u>73.50</u>
Brick mason	70.00	<u>73.50</u>
Concrete, sidewalks, etc.	70.00	<u>73.50</u>
Doors (garage)	70.00	<u>73.50</u>
Electrical (licensed)	70.00	<u>73.50</u>
Floor surfacing	70.00	<u>73.50</u>
Framing and finishing	70.00	<u>73.50</u>
Gasfitter	70.00	<u>73.50</u>
General repair	70.00	<u>73.50</u>
Glass installer	70.00	<u>73.50</u>
House mover	70.00	<u>73.50</u>
Insulation contractor	70.00	<u>73.50</u>
Janitorial	70.00	<u>73.50</u>

Landscaping or lawn care	70.00	<u>73.50</u>
Lathe and plastering	70.00	<u>73.50</u>
Mechanical (air conditioning)	70.00	<u>73.50</u>
Paint contractor	70.00	<u>73.50</u>
Paper hanger	70.00	<u>73.50</u>
Paving contractor	70.00	<u>73.50</u>
Pipeline contractor	70.00	<u>73.50</u>
Plumbing contractor (licensed), master	70.00	<u>73.50</u>
Roofer	70.00	<u>73.50</u>
Septic tank company	70.00	<u>73.50</u>
Small appliances	70.00	<u>73.50</u>
Other	70.00	<u>73.50</u>
Convalescent home or nursing home	100.00	<u>105.00</u>
Credit and loan agency	262.50	275.50
Currency exchange	100.00	105.00
Dancing	112.50	<u>118.00</u>
Dancing (adult entertainment)	3,125.00	<u>3,281.25</u>
Decorator, interior	80.00	<u>84.00</u>
Delicatessen	80.00	<u>84.00</u>
Designer, clothing and industrial	80.00	<u>84.00</u>
Diver	80.00	<u>84.00</u>
Divine healer	3,125.00	<u>3,281.25</u>
Employment agency	80.00	<u>84.00</u>
Engraving, printing and lithography:		
One employee	70.00	<u>73.50</u>
Each additional employee	10.00	<u>10.50</u>

Equipment rental:

Small tools, machines, etc.~~80.00~~ 84.00

Heavy equipment~~120.00~~ 126.00

Florist~~70.00~~ 73.00

Fortuneteller~~3,125.00~~ 3,281.25

Fruit shipper (not licensed packer)~~80.00~~ 84.00

Retail~~80.00~~ 84.00

Wholesale~~80.00~~ 84.00

Packer~~80.00~~ 84.00

Furniture refinishing, reupholstery~~80.00~~ 84.00

Gas contractor~~60.00~~ 63.00

Dealer~~50.00~~ 50.00

Gun dealer (including repairs)~~100.00~~ 105.00

Gunsmith, repair only~~70.00~~ 73.50

Hearing aid agent or dealer~~80.00~~ 84.00

Hospital:

50 beds or less~~225.00~~ 236.25

51 beds or over~~337.50~~ 354.25

Ice sales station~~50.00~~ 52.50

Income tax consultant~~100.00~~ 105.00

Insurance:

Placed in city by local agent~~70.00~~ 73.50

Adjustor~~60.00~~ 63.00

Agency~~50.00~~ 52.50

Agent, each additional of licensed agency~~20.00~~ 21.00

Not connected with city-licensed agency~~70.00~~ 73.50

Insurance companies: Each insurance company writing life, fire, accident, health, public liability, indemnity, motor vehicle, industrial, or other type or form of insurance within the corporate limits and either represented by local travelling or itinerant agent or representative~~100.00~~
105.00

Investment counselor~~112.50~~ 118.00

Junk collector, each truck~~80.00~~ 84.00

Kennel, over three dogs~~100.00~~

Kindergarten or nursery~~80.00~~

Laboratory:

Single employee~~80.00~~

Each additional employee~~10.00~~

Laundry:

Hand (one employee)~~50.00~~ 52.50

Each additional employee~~2.00~~ 2.10

Plant~~112.50~~ 118.00

Branch or collection agency~~60.00~~ 63.00

Loan, finance or consumer discount, small loans~~262.50~~ 275.50

Locksmith~~60.00~~ 63.00

Mail order establishment~~80.00~~ 84.00

Maintenance work, NOC~~70.00~~ 73.50

Manicurist (each)~~20.00~~ 21.00

Manufacturing, fabricating, processing~~112.50~~ 118.00

Market, including meat or fish~~60.00~~ 63.00

Mental healer~~1,250.00~~ 1,312.50

Merchant:

Stock value \$2,000.00 or less~~60.00~~ 63.00

All over \$2,000.00, per \$1,000.00 or any part~~4.00~~ 4.20

Messenger or package dealer service:

First vehicle~~50.00~~ 52.50

Each additional vehicle~~20.00~~ 21.00

Modeling (adult entertainment)~~3,125.00~~ 3,281.25

Motorcycles, scooters, etc.:

Dealer (includes service and repair)~~70.00~~ 73.50

Service (repair only)~~50.00~~ 52.50

Rental (separate license)~~50.00~~ 52.50

Moving and transfer company~~100.00~~ 105.00

Music machine:

Dealer or lessor~~80.00~~ 84.00

Operator or lessee, each machine~~20.00~~ 21.00

Musician, street (permit required)~~80.00~~ 84.00

Newspaper or periodical, publishing or printing~~125.00~~ 131.25

Nursery~~50.00~~ 52.50

Nursery school~~80.00~~ 84.00

Nursing home~~100.00~~ 105.00

Palmist~~3,125.00~~ 3,281.25

Patrol, night patrol or watchman~~60.00~~ 63.00

Pawnbroker~~262.50~~ 275.50

Pet shop~~60.00~~ 63.00

Petroleum products:

Bottled gas~~112.50~~ 118.00

Gasoline, oil, fuel oil:

Delivery and/or sales~~50.00~~ 52.50

Wholesale or bulk plant~~112.50~~ 118.00

Photographer:

Maintaining place in city~~60.00~~ 63.00

Traveling or agent~~112.50~~ 118.00

Phrenologist~~3,125.00~~ 3,281.25

Physical culturist~~70.00~~ 73.50

Piano tuner~~50.00~~ 52.50

Plating and anodizing~~80.00~~ 84.00

Printer~~100.00~~ 105.00

Professional:

Accountants, architects, artists, etc.~~100.00~~ 105.00

Consultants, advertising, business, statistical, etc.~~100.00~~
105.00

Doctors, MD, DO, DDS, etc.~~112.50~~ 118.00

Engineers, chemical, electrical, industrial, etc.~~100.00~~ 105.00

Licensed health professional (e.g. massage therapist, dietitian, etc.)
.....~~100.00~~ 105.00

Taxidermist~~100.00~~ 105.00

Promoter~~300.00~~ 315.00

Public relations counselor~~100.00~~ 105.00

Radio-TV service and repair~~100.00~~ 105.00

Radio-TV sales: See "Merchant."

Recreation vehicle park, per recreation vehicle lot~~25.00~~ 26.25

Real estate:

Broker~~80.00~~ 84.00

Salesman~~20.00~~ 21.00

Refuse collection, garbage, outside collectors~~125.00~~ 131.25

Rental (adult entertainment items)~~3,125.00~~ 3,281.25

Rental units, single-family, multifamily, hotel, motel:

Units one to five, per unit~~10.00~~ 10.50

Unit six and over, per unit~~8.00~~ 8.40

Restaurant:

Carryout~~37.50~~ 39.25

One to 10 seats~~50.00~~ 52.50

11 to 25 seats~~60.00~~ 63.00

26 to 50 seats~~80.00~~ 84.00

51 to 100 seats~~100.00~~ 105.00

Over 100 seats~~125.00~~ 131.25

Drive-in~~70.00~~ 73.50

Stand or counter without seats~~30.00~~ 31.50

School, studio and instruction: art, arts and crafts, auto driving, barber, beautician, bridge, business, dancing, dramatics, golf, model or charm, music, sewing, skiing, tennis, trade, etc.~~60.00~~ 63.00

Self-service laundry and dry cleaning:

Dry cleaning:

First machine~~50.00~~ 52.50

Each additional machine~~2.00~~ 2.10

Shoe repair~~50.00~~ 52.50

Shuffleboard:

First table or court~~70.00~~ 73.50

Each additional table or court~~10.00~~ 10.50

Sign manufacturing~~80.00~~ 84.00

Soda fountain~~50.00~~ 52.50

Soft water equipment~~80.00~~ 84.00

Solicitation, telephone office~~225.00~~ 236.25

Storage space rental, outdoor~~80.00~~ 84.00

Swimming pool maintenance~~60.00~~ 63.00

Tailor, dressmaker~~50.00~~ 52.50

Taxicab:

First vehicle, each company~~50.00~~ 52.50

Each additional vehicle~~10.00~~ 10.50

Each driver (to be checked by designated law enforcement agency)
.....~~6.00~~ 6.30

Telegraph company or agent~~100.00~~ 105.00

Theater~~300.00~~ 315.00

Theater (adult)~~3,125.00~~ 3,281.25

Trading or discount stamp company~~150.00~~ 157.50

Trailer/mobile home parks:

One to 10 trailers/mobile homes~~100.00~~ 105.00

11 to 25 trailers/mobile homes~~150.00~~ 157.50

26 to 100 trailers/mobile homes~~300.00~~ 315.00

Over 100 trailers/mobile homes~~450.00~~ 472.50

Trailers:

Cargo, sales and service rental~~60.00~~ 63.00

House, dealer rental~~50.00~~ 52.50

Broker~~100.00~~ 105.00

Rental:

Combination, cargo and house~~80.00~~ 84.00

Transport service~~80.00~~ 84.00

Vacuum cleaner sales, service and repair~~60.00~~ 63.00

Vending machines:

Dealer~~50.00~~ 52.50

Operator or lessee:

Less than \$0.25, each~~4.00~~ 4.20

\$0.25 or more, each~~10.00~~ 10.50

Warehouse, bonded or storage~~80.00~~ 84.00

Per 1,000 square feet (minimum)~~40.00~~ 42.00

2,000 square feet to 10,000 square feet, per 1,000 square feet~~10.00~~
10.50

All over 10,000 square feet, per 1,000 square feet~~20.00~~ 21.00

Water:

Bottler~~100.00~~ 105.00

Combined (bottler and dealer)~~100.00~~ 105.00

Combined (bottler, dealer and cooler rental)~~120.00~~ 126.00

Cooler rental~~50.00~~ 52.50

Dealer~~80.00~~ 84.00

Spring or distilled~~80.00~~ 84.00

Watch and clock repair~~60.00~~ 63.00

Unclassified/residential occupation~~60.00~~ 63.00

Section 2. – The provisions of this Ordinance shall be deemed severable. If any part of this Ordinance is deemed unconstitutional or unenforceable by a court of competent jurisdiction, it shall not affect the constitutionality of other portions of this Ordinance.

Section 3. – This Ordinance shall become effective immediately upon its final passage and adoption in the manner provided by law.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 8th day of September, 2026.

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

PUBLISHED the 23rd day of September , 2026, in the Tampa Bay Times.

ADOPTED ON SECOND AND FINAL READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 13th day of October, 2026.

ATTEST:

Lorin A. Kornijtschuk, City Clerk

Lan Vaughan, Mayor/Commissioner

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

AGENDA ITEM NO. 7.2

**ACTION ITEM
APPROVAL OF ORDINANCE NO. 2026-08
First Reading**

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 7.2

ORIGINATED BY: Robin Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: **ORDINANCE NO. 2026-08;** First Reading, Appropriating funds for a capital expense and Adopting a budget amendment for the FY 2025-2026 budget.

BACKGROUND:

At the September 24, 2025, Commission meeting, the City Commission approved Ordinance 2025-04 appropriating funds for operating and capital expenses and adopting a budget for Fiscal Year 2025-26, totaling \$7,806,600, allocating \$582,000 to the Local Option Sales Tax Fund. The Local Option Sales Tax Fund recorded expenses for an Aqua Fence purchased by the City in both fiscal years 2024-25 and 2025-26. The proposed budget amendment is to record in FY 2025-26 both the expenses and the revenues related to the Aqua Fence purchase and installation.

ANALYSIS:

The City's planning and purchase of an Aqua Fence to protect City Hall against future flooding events occurred in both fiscal years 2024-25 and 2025-26, with \$279,500 paid in FY 2024-25 and through September 28, 2026 (FY 2025-26), \$532,806.85, paid for the fence equipment and installation (approximately \$31,702 in expenses remains outstanding out of a total cost of \$844,009). Additionally, the City requested in FY 2024-25 and received on August 11, 2026, a state appropriation of \$476,250, to cover approximately 85% of the cost of the Aqua Fence equipment of \$559,000. The remaining revenues, totaling \$93,750, will be allocated from the Local Option Sales Tax Fund reserves. The requested budget amendment is to record in FY 2025-26 both the listed expenses and revenues in the City's Local Option Sales Tax Fund totaling \$570,000. Please see the enclosed Schedule A - Aqua Fence Barrier System Project Details sheet for additional information. Budget amendments by general ledger code and amount:

FY 2025-26 LOCAL OPTION SALES TAX FUND – BUDGET AMENDMENTS

EXPENSE

<u>Account #</u>	<u>Amount</u>
101-539-200-062-102 - City Hall Aqua Fence	\$570,000

REVENUE

<u>Account #</u>	<u>Amount</u>
101-334-300-000-000 - State Revenue FDEP Grant	\$476,250
101-334-900-000-000 – Fund Balance	\$ 93,750

MOTION:

APPROVE ORDINANCE NO. 2026-08 on First reading, appropriating funds for a capital expense and adopting a budget amendment for the FY 2025-26 budget.

AQUA FENCE FLOOD BARRIER SYSTEM PROJECT

9/28/26

EXPENSE	PROJECT COSTS	
1. FENCE equipment cost	\$ 559,000.00	Paid in full, final pay on 4-24-26
2. SITE PREP, concrete & asphalt, & installation	\$ 285,009.21	Mostly paid, last pay on 9-3-26
TOTAL COST	\$ 844,009.21	Total equipment and installation cost

REVENUE			
1. State Appropriation, via FDEP grant process, 85% of fence cost	\$ 476,250.00	Rec'd 8-11-26, 85% of Fence Cost	
2. FY 25 funding, reserves, & budget amendment	\$ 367,759.21	FY 26 Budget amend of \$93,750	
TOTAL REVENUE	\$ 844,009.21	State & City funds	

EXPENSE DETAILS - PAID TO DATE, 9-28-2026

	VENDOR	INVOICE DATE	INVOICE # WORK ORD	INVOICE DESCRIPTION	CITY PAY/METHOD	AMOUNT	CHECK/PAY DATE
1	Aquafence USA Inc	8/20/2025	644	AquaFence Flood Barrier system-1st payment, 50%	check 62284	\$279,500.00	08/25/25
2	Aquafence USA Inc	1/22/2026	700	AquaFence flood barrier system-2nd payment, 30%	check 62752	\$167,700.00	02/04/26
3	Aquafence USA Inc	4/24/2026	734	AquaFence Flood barrier system - 3rd & final pay, 20%	check 63020	\$111,800.00	05/05/26
	AQUAFENCE FLOOD BARRIER SYSTEM TOTAL COST					\$559,000.00	
4	CALADESI CONSTRUCTION CO	7/22/2026	PAY APP 1	Concrete & Asphalt work, Install procedures	check 63238	\$23,317.89	07/22/26
5	CALADESI	8/20/2026	PAY APP 2	Installation work	check 63327	\$77,703.51	08/20/26
6	CALADESI	9/3/2026	PAY APP 3	Installation work	check 63373	\$152,285.45	09/03/26
	CALADESI CONSTRUCTION TOTAL - PAID TO DATE					\$253,306.85	
	TOTAL PROJECT COSTS - PAID TO DATE					\$812,306.85	
7	CALADESI			Remaining Costs		\$31,702.36	
	TOTAL PROJECT COST					\$844,009.21	

EXPENSES BY FISCAL YEAR

FY 2025	FY 2026
\$279,500.00	\$532,806.85
Budget Amend	
\$ 570,000	
\$ 476,250	
\$ 93,750	
\$ 570,000	

EXPENSE PROJECT COST INFO

1. FENCE COST

PAYMENT SCHEDULE

50% due upon receipt with Order
30% due upon receipt with Completion of Manufacturing
20% due upon receipt with Delivery to Jobsite

Once progress payments are received, AquaFence will proceed with the next phase of your order.

If client is not ready to deliver and deploy within 30 days of receipt of material at the AquaFence warehouse, AquaFence will require the final 20% payment.

If the material remains in the AquaFence Warehouse beyond 30 days, a \$5 per L.F. monthly storage fee will be billed, and material will be released upon payment of fees.

PRICING

AQUAFENCE FLOOD BARRIER SYSTEM

Total Project Cost: \$559,000.00

** Price is good for 30 days.

Price Includes: Shop Drawings, FOB Delivery to Jobsite, Standard Weather-Resistant Storage Crates, and Initial Deployment Training.

Price Excludes: Licensed PE Stamp, Anchors, applicable Sales Tax, and any changes to Tariffs imposed after the Proposal Date.

Recommended Payment Method: Electronic payments via ACH or Wire.

To Accept:

City of Indian Rocks Beach

By:

Name (printed): DEBRA A. SCHMIDT

Title: PUBLIC WORKS DIRECTOR

Date: 08/15/2025

AquaFence USA, Inc.

By: Sarah Borkman

Name (printed): Sarah Borkman

Title: Project Manager

Date: 8/15/2025

2. Site prep work, concrete & asphalt, and installation costs

Contractor Price Proposal Summaries - CSI

Date:	4/17/2026
Work Order #:	152250.00
Title:	City of Indian Rocks Beach - Aqua-fence Wall
Contractor:	Omnia FL - Caladesi Construction Co
Contractor Number:	23-909-027-08-GC-G
Job Order Value:	\$285,009.21
Proposal Name:	City of Indian Rocks Beach - Aqua-fence Wall
Proposal Value:	\$285,009.21
To: Project Manager	From: Contractor Project Manager
CSI Section	LineTotal
01 - General Requirements	\$152,155.38
02 - Existing Conditions	\$4,945.83
03 - Concrete	\$123,770.34
31 - Earthwork	\$1,903.78
32 - Exterior Improvements	\$2,233.88
Grand Total:	\$285,009.21

**CITY OF INDIAN ROCKS BEACH
ORDINANCE NO. 2026-08**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, APPROPRIATING FUNDS FOR A CAPITAL EXPENSE AND ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 24, 2025, the City Commission approved Ordinance 2025-04, appropriating funds for operating and capital expenses and adopting a budget for the City of Indian Rocks Beach for fiscal year 2025-2026; and

WHEREAS, the total approved budget for fiscal year 2025-2026 was \$7,806,600, of which \$580,000 was allocated to the City's Local Option Sales Tax Fund; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The budget for Fiscal Year 2025-2026 in the City's Local Option Sales Tax Fund is hereby amended by providing supplemental appropriations in the amount of \$570,000, and by providing supplemental revenues in the amount of \$570,000, further identified in Schedule A attached hereto.

Section 2. This Ordinance shall take effect immediately upon its adoption.

ADOPTED ON FIRST READING at a meeting of the City Commission of the City of Indian Rocks beach, Florida, held the 13th day of October, 2026.

PUBLISHED the 21st day of October , 2026, in the Tampa Bay Times.

ADOPTED ON SECOND AND FINAL READING at a meeting of the City Commission of the City of Indian Rocks Beach, Florida, held on the 10th of November, 2026.

Lan Vaughan, Mayor/Commissioner

ATTEST: _____
Lorin A. Kornijtschuk, City Clerk

Approved as to form and legal sufficiency:

Matthew E. Maggard, City Attorney

AGENDA ITEM NO. 7.3

**ACTION ITEM
APPROVAL OF RESOLUTION 2026-17**

INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM

MEETING OF: OCTOBER 13, 2026 **AGENDA ITEM:** 7.3

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: **RESOLUTION NO. 2026-17.** Calling for a General Election for the purpose of electing, at large, qualified candidates to fill two City Commissioner Seats whose terms expire in March 2027, each for a two -year term, establishing a candidate qualifying period; authorizing the City Manager to enter into a contract with the Pinellas County Supervisor of Elections; establishing a polling place for the March 9, 2027, election; authorizing the Pinellas County Supervisor of Elections to verify candidate petition cards, and facilitate the election process and providing for an effective date.

BACKGROUND:

The City of Indian Rocks Beach is subject to and has adopted the applicable provisions of the Florida Elections Code, Florida Statute Chapters 97 through 106.

Pursuant to Charter Section 3.1, Manner of Holding Elections, the City Commission of the City of Indian Rocks Beach shall, by resolution, prescribe the manner of holding both general and special elections not inconsistent with the provisions hereof and said City Commission shall also by resolution provide such polling place or places as they deem expedient. The Pinellas County Canvassing Board shall serve as the canvassing board for the City for the purpose of declaring the results of elections.

The City of Indian Rocks Beach has requested the assistance from the Pinellas County Supervisor of Elections in conducting its Municipal General Election to be held on March 9, 2027.

The Pinellas County Supervisor of Elections has agreed to provide such assistance to the City subject to conditions, considerations, and agreements.

The Pinellas County Supervisor of Elections advised that final ballot language for the March 9, 2027, Ballot is due on or before December 31, 2026.

Pursuant to Section 22-63, Ballot Language, Subsection (g), no later than 90 days prior to the issue election, December 9, 2026, the City Clerk shall transmit to the Pinellas County Supervisor of Elections a certified copy of any ordinance calling an issue election together with the designating number, if applicable, the ballot title, and the substance of the issue.

All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the City of Indian Rocks Beach and the elections laws of the State of Florida pertaining to municipal elections.

CANDIDATE QUALIFYING WILL BEGIN MONDAY, DECEMBER 7, 2026, AT NOON, AND WILL END MONDAY, DECEMBER 14, 2026, AT NOON.

The outcome of the election for the two Commissioner Seats shall be determined by the candidates receiving the greatest number of votes for each seat.

The polling place for such election shall be the Civic Auditorium, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, and the polls shall be open from 7:00 a.m. to 7:00 p.m.

The Pinellas County Canvassing Board will conduct the Logic and Accuracy Tests, open and prepare vote by mail ballots for tabulation and tabulate all ballots for the March 9, 2027, General Municipal Election at the Pinellas County Supervisor of Elections' Service Center located at 13001 Starkey Road, Largo, Florida.

The City Manager is authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Elections Service Center.

The Pinellas County Supervisor of Elections shall be responsible for appointing all poll workers.

The Pinellas County Supervisor of Elections is hereby authorized to independently verify candidate petition cards and determine their compliance with the legal and administrative requirements of the City's and Florida's election laws.

Election tabulation will take place at the Elections Service Center. Election results will be released throughout the night and posted to the Pinellas County Supervisor of Elections' website, www.votepinellas.com. Only cumulative results will be released on election night. No results will be suppressed. The Elections Office will provide precinct results when the Pinellas County Canvassing Board certifies the official results.

MOTION: I move to **APPROVE/DENY RESOLUTION NO. 2026-17**, Calling for a General Election for the purpose of electing, at large, qualified candidates to fill two City Commissioner Seats whose terms expire in March 2027, each for a two -year term, establishing a candidate qualifying period; authorizing the City Manager to enter into a contract with the Pinellas County Supervisor of Elections; establishing a polling place for the March 9, 2027, election; authorizing the Pinellas County Supervisor of Elections to verify candidate petition cards, and facilitate the election process and providing for an effective date.

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2026-17**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, CALLING FOR A GENERAL ELECTION FOR THE PURPOSE OF ELECTING, AT LARGE, QUALIFIED CANDIDATES TO FILL TWO CITY COMMISSIONER SEATS WHOSE TERMS EXPIRE IN MARCH 2027, EACH FOR A TWO-YEAR TERM; ESTABLISHING A CANDIDATE QUALIFYING PERIOD; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; ESTABLISHING A POLLING PLACE FOR THE MARCH 9, 2027, ELECTION; AUTHORIZING THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO VERIFY CANDIDATE PETITION CARDS AND FACILITATE THE ELECTION PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach is subject to and has adopted the applicable provisions of the Florida Elections Code, Florida Statute Chapters 97 through 106; and

WHEREAS, pursuant to Charter Section 3.1, Manner of Holding Elections, the City Commission of the City of Indian Rocks Beach shall, by resolution, prescribe the manner of holding both general and special elections not inconsistent with the provisions hereof and said City Commission shall also by resolution provide such polling place or places as they deem expedient.

WHEREAS, the Pinellas County Canvassing Board shall serve as the canvassing board for the City for the purpose of declaring the results of elections; and

WHEREAS, the City of Indian Rocks Beach has requested the assistance from the Pinellas County Supervisor of Elections in conducting their municipal general election to be held on March 9, 2027; and

WHEREAS, the Pinellas County Supervisor of Elections has agreed to provide such assistance to the City subject to conditions, considerations, and agreements; and

WHEREAS, the Pinellas County Supervisor of Elections has advised that the final ballot language for the March 9, 2027, Ballot is due on or before December 31, 2026; and

WHEREAS, pursuant to Section 22-63, Ballot Language, Subsection (g), no later than 90 days prior to the issue election, December 9, 2026, the City Clerk shall transmit to the Pinellas County Supervisor of Elections a certified copy of any ordinance calling an issue election together with the designating number, if applicable, the ballot title, and the substance of the issue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, that:

Section 1. The City of Indian Rocks Beach, Florida, Municipal General Election shall be conducted on March 9, 2027, for the purpose of electing, at large, qualified candidates to fill two City Commissioner Seats whose terms expire in March 2027, each for a two-year

term.

Section 2. The outcome of the election for the two City Commissioner Seats shall be determined by the candidates receiving the greatest number of votes for each seat.

Section 3. Except as otherwise provided by the City Charter and Code of Ordinances, the provisions of the election laws of the State of Florida shall apply to this election.

Section 4. The polling place for such election shall be the Civic Auditorium, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida, and the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. All persons desiring to be candidates at such election shall qualify in accordance with the provisions of the Charter and Code of Ordinances for the City of Indian Rocks Beach and the elections laws of the State of Florida pertaining to municipal elections.

Section 6. Candidate Qualifying Period will begin Monday, December 7, 2026, at noon, and will end Monday, December 14, 2026, at noon.

Section 7. The Pinellas County Canvassing Board shall conduct the Logic and Accuracy Tests, open and prepare vote-by-mail ballots for tabulation, and tabulate all ballots for the March 9, 2027, General Municipal Election at the Pinellas County Supervisor of Elections' Service Center located at 13001 Starkey Road, Largo, Florida.

Section 8. The Pinellas County Supervisor of Elections is hereby authorized to appoint poll workers.

Section 9. The Pinellas County Supervisor of Elections is hereby authorized to independently verify candidate petition cards and determine their compliance with the legal and administrative requirements of the City's and Florida's election laws.

Section 10. The City Manager shall be authorized to contract with the Pinellas County Supervisor of Elections to conduct said election and tabulate all ballots at the Pinellas County Supervisor of Elections Service Center.

Section 11. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of October 2026, by the City Commission of the City of Indian Rocks Beach, Florida

Lan Vaughan, Mayor-Commissioner

ATTEST: _____
Lorin A. Kornijtschuk, City Clerk

/lak

AGENDA ITEM NO. 7.4

**ACTION ITEM
APPROVAL OF RESOLUTION 2026-18**

**CITY OF INDIAN ROCKS BEACH
CITY COMMISSION AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 7.4

ORIGINATED BY: Lorin A. Kornijtschuk, City Clerk

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: **RESOLUTION NO. 2026-18** — Nomination to Forward Pinellas Board to represent the BIG-C municipalities.

BACKGROUND:

Forward Pinellas, the joint Pinellas County MPO/PPC, was established by an amendment of the PPC's Special Act.

Forward Pinellas is governed by a 19-member board of elected officials. These officials represent municipal governments, the Board of County Commissioners, and the Pinellas Suncoast Transit Authority. The composition of Forward Pinellas is determined by Section 339.175, Florida Statutes. Each agency is responsible for selecting its membership on the Board.

Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County.

ANALYSIS:

Current representative, Mayor Anne-Marie Brooks from Madeira Beach, expressed interest in being reappointed to serve another term to represent the BIG-C on the Forward Pinellas Board.

As one of the 10 barrier island communities that share a representative on the board, the City of Indian Rocks Beach is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C).

Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials, support the nomination of an elected official from another community, or support the reappointment of the current representative.

Forward Pinellas operating procedures call for a representative to be appointed by January 1, 2027, with the term lasting for two years.

MOTION:

I move to *approve/deny* **Resolution No. 2026-18**, nominating Madeira Beach Mayor Anne-Marie Brooks to serve on the Forward Pinellas Board for a two-year term beginning January 1, 2027, to represent the BIG-C municipalities.

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2026-18**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, NOMINATING MADEIRA BEACH MAYOR ANNE-MARIE BROOKS TO THE FORWARD PINELLAS BOARD TO REPRESENT THE BIG-C MUNICIPALITIES (EXCLUDING THE CITY OF CLEARWATER); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas is governed by a 19-member board of elected officials. These officials represent municipal governments, the Board of County Commissioners and the Pinellas Suncoast Transit Authority. The composition of the Forward Pinellas Board is determined by Section 339.175, Florida Statutes. Each individual agency is responsible for selecting its membership on the Board; and

WHEREAS, Forward Pinellas serves as the planning council and metropolitan planning organization for Pinellas County; and

WHEREAS, as one of the 10 barrier island communities that share a representative on the board, the City of Indian Rocks Beach is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C); and

WHEREAS, each BIG-C municipality (excluding the City of Clearwater) shall take formal action to either nominate one of its own elected officials, support the nomination of an elected official from another community, or support the reappointment of the current representative; and

WHEREAS, Madeira Beach Mayor Anne-Marie Brooks is seeking reappointment to the Forward Pinellas Board; and

WHEREAS, Forward Pinellas operating procedures call for a representative to be appointed by January 1, 2027, with the term lasting for two years; and

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH DOES HEREBY RESOLVE, that:

Section 1. Madeira Beach Mayor Anne-Marie Brooks is hereby re-nominated to represent the BIG-C municipalities on the Forward Pinellas Board for a two-year term beginning January 1, 2027.

Section 2. A copy of this Resolution shall be forwarded to Dave Gattis, President of the BIG-C, 444 Causeway Blvd., Belleair Beach, FL 33786.

Section 3. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 13th day of October 2026, by the City Commission of the City of Indian Rocks Beach, Florida.

Lan Vaughan, Mayor/Commissioner

ATTEST: _____
Lorin A. Kornijtschuk, City Clerk

AGENDA ITEM NO. 7.5

ACTION ITEM

APPROVAL OF

Piggyback Agreement for Deckard Technologies, Inc.

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 7.5

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Approval of a Piggyback Agreement for Deckard Technologies, Inc.

STAFF RECOMMENDATION: Staff recommends Approval of the agreement.

BACKGROUND

The City is considering a Piggyback Agreement with Deckard Technologies, Inc. to utilize its Rentalscape platform for short-term rental data analytics and compliance monitoring within the City of Indian Rocks Beach. The platform uses publicly available data and other relevant information to identify and analyze short-term rental activity and provide reports to City staff.

The proposed agreement provides for year-round access to information concerning active short-term rental listings, rental activity, average daily rates, booking trends, property owners, and permit history. The service is also designed to identify potential short-term rental violations, including listings without required permit numbers, advertisements exceeding applicable occupancy limits, and properties advertised as short-term rentals that are permitted only for long-term rental use.

ANALYSIS

The Rentalscape platform would provide the City with a resource for monitoring short-term rental activity and identifying properties that may require further review by City staff by replacing Granicus, which has been used similarly. The information provided through the platform will assist staff in comparing advertised rental activity with the City's permitting and regulatory requirements and in identifying potential compliance issues.

The information generated by the platform would be used as a staff resource and would remain subject to verification by appropriate City personnel before being relied upon for enforcement or other official action.

FINANCIAL IMPACT

The annual subscription cost for the proposed services is **\$42,000**. The first-year subscription includes identification, compliance monitoring, and rental activity information for properties identified as short-term rentals within the City.

The first-year subscription is capped at \$42,000, with future annual renewals subject to a 3% annual increase. Payment of the annual subscription is due within 30 days of receipt of an invoice from Deckard Technologies, Inc.

The City of Indian Rocks Beach budgeted in FY26-27 **\$78,000** for STR monitoring software based off a proposal from Granicus, Inc. By moving to Deckard Technologies, Inc, the City is saving **\$36,000**.

ATTACHMENTS

- 1. Agreement to Piggyback Contract Services**
- 2. Piggyback Agreement with St. Johns County**
- 3. RFP Response from Deckard Technologies**

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

This Piggyback Agreement (this “Agreement”) is made by and between **Deckard Technologies, Inc.**, a Delaware corporation, with its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 (“Contractor”) and **City of Indian Rocks Beach**, a Florida municipality, with offices at 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785 (“City”). Contractor and City may be referred to collectively as the “Parties” or individually as a “Party.” This Agreement will become effective as of the last signature date below (the “Effective Date”).

WHEREAS, Contractor entered into an agreement with St. Johns County (“County”), a political subdivision of the State of Florida, for Short-Term Vacation Rental (“STVR”) Registration, Monitoring and Compliance Services (Contract No. 26-SA-DEC-22946), procured pursuant to RFP No. 2781 and Fla. Stat. § 287.057, attached hereto as **Exhibit “A”** (the “Underlying Contract”); and

WHEREAS, Contractor agrees to extend the pricing, terms, and conditions of the Underlying Contract to the City pursuant to Section 12.20 of the Underlying Contract, which provides that “[o]ther governmental entities within the State of Florida, may, at their sole option and with the consent of the Contractor, purchase services under the pricing, terms, and conditions of this Contract”; and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit “A” to this Agreement, and all of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties; and

WHEREAS, City has the legal authority under its purchasing policies adopted by the Indian Rocks Beach City Commission, including § 2-332(b)(1) of the City Code of Ordinances, to “piggyback” onto a contract bid by another governmental agency, and the Underlying Contract was procured pursuant to Fla. Stat. § 287.057, when seeking to utilize the same or similar services provided for in the said contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to “County” or the contracting governmental entity in the Underlying Contract shall refer to the City for the purposes of this Agreement.
3. Notices. Notwithstanding the address and contact information for the governmental entity set forth in Exhibit A, Contractor agrees that it will send all notices and conduct all business under this Agreement with City of Indian Rocks Beach, 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785.

4. Scope of Services. The purpose of this Agreement is for Contractor to provide City with its “Rentalscape” platform for short-term rental data analytics and compliance monitoring, which includes year-round access to information concerning active short-term rental listings, rental activity, average daily rates, booking trends, property owners, and permit history, consistent with the scope of services set forth in the Underlying Contract (the “Services”).
5. Pricing. Contractor’s fees shall be \$42,000.00 per year, which is at or below the rates provided in the Underlying Contract. All work shall be subject to separate Task Orders agreed upon between the Parties. All Task Orders shall be signed by the City Manager.
6. Term. This Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive additional one (1) year periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), unless and until this Agreement is terminated in accordance with the terms of the Underlying Contract. Notwithstanding the foregoing, this Agreement shall automatically terminate, without penalty to the City, upon the expiration or termination of the Underlying Contract.
7. Venue. The Parties agree that venue for any litigation arising from this Agreement shall be in Pinellas County, Florida.
8. Payment. The Parties agree that the City shall have forty-five (45) days from the date of receipt of an invoice to provide payment pursuant to Fla. Stat. § 218.74.
9. Termination for Convenience. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time, without regard to cause, at the City’s convenience, and with thirty (30) days’ notice to Contractor. In such event, the Contractor shall only be entitled to payment for services actually performed hereunder prior to such termination.
10. Sovereign Immunity. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City’s sovereign immunity or the limits of liability contained in Fla. Stat. § 768.28.
11. Compliance with Public Records Law. Contractor shall comply with the requirements of Chapter 119, Florida Statutes, and specifically Fla. Stat. § 119.0701, as applicable to service providers contracting with public agencies. Contractor specifically agrees to:
 - (a) Keep and maintain public records required by the City to perform the Services.
 - (b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

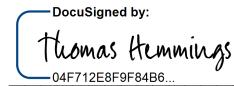
duration of the term of this Agreement and following termination of this Agreement if the Contractor does not transfer the records to the City.

- (d) Upon termination of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon termination of this Agreement, 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 termination of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIN A. KORNITSCHUK AT (727) 595-2517 OR LORINK@IRBCITY.COM OR CITY CLERK – CITY OF INDIAN ROCKS BEACH, 1507 BAY PALM BLVD., INDIAN ROCKS BEACH, FLORIDA 33785.**

12. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the Parties and will constitute the agreement between the Parties.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
14. Entire Agreement. This Agreement, together with the Underlying Contract attached as Exhibit A, contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties.

Deckard Technologies, Inc.

City of Indian Rocks Beach, Florida

DocuSigned by:

 04F712E8F9F84B6... 10/8/2026
 Signature Date

 Lan Vaughan Date
 Mayor/Commissioner

Thomas Hemmings Chief Financial Officer

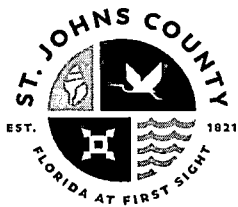
 Print Name Title

ATTEST

Lorin A. Kornijtschuk, CMC Date
City Clerk

Matthew E. Maggard Date
City Attorney

Exhibit A: St. Johns County Agreement, Contract No. 26-SA-DEC-22946, to be attached



GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 26-SA-DEC-22946

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This General Services Agreement ("Contract") is made this 28th day of May, 2026 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Deckard Technologies, Inc.** ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 1620 5th Ave., STE 400, San Diego, CA 92101, Phone: (619) 501-4208, and E-mail: tom.hemmings@deckard.com, for **RFP NO.: 2781; Short-Term Vacation Rental (STVR) Registration, Monitoring and Compliance Services.**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement
- b) This Fully Executed General Services Agreement and all Exhibits and/or Attachments here to:
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Implementation Schedule
 - iii. Exhibit C – Pricing
- c) RFP Documents and RFP Forms with all addenda thereto for RFP No. 2781.
- d) Insurance furnished by Contractor

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor's bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.6 Contract Price: The sum set forth in Exhibit C of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.7 Contract Time: The period beginning on the Effective Date and continuing through the expiration or earlier termination of this Contract, including any approved renewals, as may be amended by Amendment.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.

1.2.12 Project Manager: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.13 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.14 Work: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within twenty-one (21) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all Services required, implied, or reasonably inferable from the Contract Documents. Unless otherwise provided herein, Contractor shall provide and pay for all labor, supervision, software, equipment, materials, tools, and all other resources necessary to fully perform the Services in accordance with the requirements of this Contract.

2.1.2 Contractor shall use only competent and qualified personnel to perform and supervise the Services. Contractor shall remove from performance any individual determined to be unfit, unqualified, or acting in violation of any obligation under this Contract and shall promptly replace such individual at no additional cost to the County.

2.1.3 Contractor shall perform the Services in a timely and professional manner, in accordance with any schedules or timelines established in the Contract Documents or as mutually agreed upon by the parties. Contractor shall ensure that all personnel performing Services under this Contract meet all applicable licensing, certification, and regulatory requirements required by federal, state, or local law, and shall be responsible for ensuring that any specific licenses or certifications necessary to perform the Services are obtained and maintained.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Work.

2.3 Cleaning the Jobsite

Contractor shall maintain any County-provided work areas in a clean, secure, and orderly condition during performance of the Services. Upon completion or termination of Services, Contractor shall remove any materials or equipment brought onto County premises in connection with performance of the Services.

2.4 Ownership of Work Product

All reports, data, and deliverables produced by the Contractor specifically for the County under this Contract shall become the property of the County upon payment, unless otherwise specified herein. Contractor retains ownership of its proprietary software, systems, and pre-existing materials.

2.5 Access to Work

The County and/or Project Manager shall have reasonable access to Contractor's systems, reports, and personnel, as necessary to verify performance of the Services under this Contract. Contractor shall provide such access upon request and in a manner that does not unreasonably interfere with Contractor's operations.

2.6 Utilities

Contractor shall be responsible for all resources necessary to perform the Services in accordance with the requirements of this Contract, unless otherwise specified herein.

2.7 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.8 Publicity and Advertising

2.8.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Work or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.8.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.9 County Furnished Items

2.9.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Work.

2.9.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TIME

3.1 Contract Term

3.1.1 The term of this Contract shall commence upon full execution by both parties and shall remain in effect for an initial term of **five (5)** years from the Effective Date, unless terminated earlier in accordance with the terms of this Contract. The County reserves the right to renew the Contract for up to **two (2)** additional **one (1)** year terms, contingent upon satisfactory performance by the Contractor, continued need for the Services, and the availability of lawfully appropriated funds.

3.1.2 The Contractor shall complete all implementation services, deliverables, configuration, testing, training, transition activities, and other Work necessary to achieve full operational implementation of the services in accordance with **Exhibit B – Implementation Schedule**. Implementation shall not be deemed complete until the County has reviewed and accepted the Work in writing. The Contractor shall promptly notify the County of any actual or anticipated delays affecting the Implementation Schedule and shall, at no additional cost to the County, take all reasonable actions necessary to mitigate such delays.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Work by Contractor, the County shall pay to Contractor compensation in accordance with the prices set forth in Exhibit “C”, (hereinafter the “Contract Price”). The Contract Price shall include all labor, materials, equipment, software, licensing, hosting, implementation, support services, and all other costs necessary to fully perform the Services. No additional fees, surcharges, or costs shall be permitted unless expressly authorized in writing by the County.

4.1.2 Payment shall be made on an annual basis, or as otherwise agreed upon by the parties, and shall be contingent upon satisfactory performance of the Services and submission of proper invoices in accordance with the terms of this Contract.

4.1.4 The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Service Agreement.

4.2 Measurement and Payment

4.2.1 Work Verification

Payment shall be based upon the Contractor’s satisfactory performance of the Services in accordance with the terms of this Contract and the Scope of Services.

Contractor shall submit invoices in accordance with the agreed-upon pricing structure. Supporting documentation may include system reports, registration data, compliance monitoring outputs, or other documentation reasonably requested by the County to verify that Services are being performed in accordance with the Contract.

The Project Manager shall review the Services performed and supporting documentation to determine whether the Contractor is in compliance with the requirements of the Contract prior to approval of payment.

The County reserves the right to review and evaluate the Services provided and to require correction of any deficiencies identified, at no additional cost to the County, prior to approval of payment.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 Prior to submission of the initial invoice, Contractor shall provide Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 Contractor shall submit invoices in accordance with the agreed-upon pricing structure set forth in this Contract. Invoices shall include sufficient detail and supporting documentation, as reasonably required by the Project Manager, to verify that Services have been performed in accordance with the Contract.

The Project Manager will review each invoice and supporting documentation to determine whether the Services have been performed in accordance with the Contract and shall confirm to the County those amounts properly due to Contractor. Upon receipt of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70–218.80, Florida Statutes), less any amounts otherwise owed by Contractor to the County or subject to withholding under this Contract.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the Project Manager, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.3.4 Contractor warrants that all Services invoiced have been properly performed in accordance with the requirements of this Contract and that all amounts due to subcontractors, if any, have been or will be timely paid.

4.4 Application for Payment

4.4.1 Contractor shall submit invoices in accordance with the pricing structure set forth in this Contract. Invoices shall be submitted no more frequently than annually, or as otherwise approved by the County, and shall include sufficient detail to describe the Services performed during the invoiced period.

Each invoice shall include, at a minimum:

- a) Contract Number
- b) Contractor's legal name and address
- c) Taxpayer identification number
- d) Description of Services provided during the billing period
- e) Applicable billing period
- f) Total amount due

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release

and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.5 Withheld Payment

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

Any payment withheld by the County shall be reasonably related to the value of the deficient, incomplete, nonconforming, or unperformed Work including any associated costs, damages, administrative expenses, or corrective actions incurred by the County as a result of the Contractor's nonperformance.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall perform the Services in a manner that avoids damage to County property or the property of others. Contractor shall be responsible for any damage to property or persons resulting from the performance of the Services. In the event of any Claim arising from Contractor's performance of the Services, Contractor shall promptly resolve such Claim by negotiation or other appropriate means. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, its officers, directors, agents, and employees from and against all Claims, costs, losses, and damages arising out of or resulting from such performance to the extent caused by Contractor or its Subcontractors.

5.1.5 Contractor shall be solely responsible for supervising and directing the performance of the Services using its best skill, effort, and attention. Contractor shall be responsible to the County for the acts and omissions of Contractor, its employees, Subcontractors, and any other persons engaged in the performance of the Services.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.1.7 All Contractors and their employees accessing St. Johns County Jail property for the purpose of performing the Work shall be required to review and comply with the restrictions and prohibitions governing conduct on jail grounds, as set forth in Florida Statutes, Chapters 951.19 (Interference with Custody of County Prisoners) and 951.22 (County Detention Facilities; Contraband Articles). The Contractor shall ensure that all personnel under its direction conduct themselves in strict accordance with applicable law. Any violation of these statutes shall subject the individual(s) involved to criminal investigation and prosecution

5.1.8 Background Checks. For Work to be performed by the Contractor on St. Johns County Jail property or when expressly required by the County and specified in the project's Scope of Work, the Contractor shall conduct background screenings on all personnel assigned to perform the Work. The Contractor shall certify, in writing, that all such personnel have successfully completed the required screenings through the method outlined below, prior to commencing any Work. The Contractor shall be reimbursed for the cost of background screenings at actual cost, without the application of any markup, and such cost shall be incorporated into the pricing proposal. Any personnel performing Work under these conditions must be properly screened and must meet the criteria set forth below.

5.1.8.1 Level I Background Screenings are required for the Contractor provided personnel performing services on County property as specified in Chapter 435.03, Florida Statutes. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.

5.1.8.2 Level II Background Screenings are required for the Contractor provided personnel as specified in Chapter 435.04, Florida Statutes.

5.1.8.3 Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any Work under this Contract, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform Work on County property.

5.1.8.4 Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.4 Final Inspection and Testing

All equipment and materials furnished and Work performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the Project Manager timely notice, at least 48 hours in advance, of readiness of the Work for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work.

5.5 Final Payment

5.5.1 Upon expiration or termination of this Contract, Contractor may submit a final invoice for any Services properly performed and accepted by the County but not yet invoiced.

5.5.2 Acceptance of final payment shall constitute a waiver of all Claims against the County by Contractor, except for those Claims previously made in writing and identified by Contractor as unsettled at the time of submission of the final invoice.

5.5.3 In the event Contractor fails to submit a final invoice within ninety (90) days following expiration or termination of the Contract, the County may deem any outstanding amounts waived, to the extent permitted by law. The County may set off against any final payment any amounts due to the County from Contractor arising out of or under this or any other agreement.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate a Project Manager who shall be familiar with the Services to be provided under this Contract. The Project Manager shall be authorized to act on behalf of the County to the extent provided herein.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall review Contractor's invoices and supporting documentation and shall confirm to the County those amounts properly due to Contractor in accordance with the terms of this Contract.

6.1.4 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have

authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.5 The Project Manager shall have authority to review and evaluate the Services provided and to determine whether such Services conform to the requirements of this Contract. If the Project Manager deems it necessary, the Project Manager may require additional information or documentation to verify compliance.

6.1.6 The Project Manager shall serve as the primary point of contact for coordination of Services, including implementation, ongoing service delivery, and issue resolution.

6.2 Field Orders

The Project Manager shall have the authority to direct minor administrative or operational changes to the Services that do not involve a change in the Contract Price or Contract Time and are not inconsistent with the intent of this Contract. Such changes shall be documented in writing and shall be binding upon Contractor. Contractor shall promptly comply with such written direction.

ARTICLE VII CHANGES IN THE WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the Project Manager explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Changes in the Contract Price

7.2.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

7.2.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

7.2.3 If no mutual agreement is reached between the County and Contractor regarding a change in the Contract Price, the adjustment, if any, shall be determined by the Project Manager based on the reasonable and verifiable costs or savings attributable to the change in Services.

In such case, Contractor shall submit an itemized accounting, in a form acceptable to the County, of the costs or savings associated with the change. Such costs may include reasonable expenses for labor, software, licensing, subcontracted services, and other direct costs necessary to implement the change.

In no event shall any costs associated with Contractor's general overhead, administrative expenses, or other indirect costs be included in any adjustment to the Contract Price unless expressly approved by the County in writing.

Pending final determination, the County may make payments based on the Project Manager's recommendation for amounts reasonably determined to be due.

7.2.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

7.3 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.4 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

7.5 Force Majeure Events

7.5.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by a Force Majeure Event, as defined herein, so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is already contemplated in the Work, or any other performance by the Contractor, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable or within the control of the Contractor at the time this Contract was executed.

7.5.2 In order to claim delay pursuant to this provision, Contractor must notify the County, in writing, within five (5) business days of the beginning of the Force Majeure Event, which Contractor claims caused the delay or failure by the Contractor to perform under this Contract.

7.5.3 If Contractor's delay or failure, caused by a Force Majeure Event, extends beyond a period of thirty (30) calendar days, from the beginning of the Force Majeure Event, the County shall have the right to terminate this Contract, in accordance with the provisions of this Contract, and shall only be liable to the Contractor for any Work performed and validated (if required for payment hereunder) prior to the date of termination of this Contract.

7.5.4 If the Contractor's delay is confirmed by the County to be caused by a Force Majeure Event, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and completion time, as may be affected by such delay. However, it is expressly understood by the Contractor that the County is not obligated to make any such adjustments to the provisions of this Contract, and shall do so only if it serves the best interest of the County. This provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE VIII STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

8.1 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

9.2 Termination

9.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

9.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

9.2.3 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the Jobsite or Work area in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

9.2.4 Contractor shall not remove, disable, restrict access to, delete, transfer, or otherwise impair the County's access to any software, hardware, equipment, systems, data, configurations, licenses, documentation, accounts, credentials, source files, backups, or other technology assets paid for or owned by the County under this Contract. The Contractor hereby grants the County a free and unimpeded right of access to all County-owned or County-funded systems, platforms, applications, records, data, and related technology assets in the possession, custody, or control of the Contractor.

9.2.5 The County may terminate this Contract, in whole or in part, for cause (or "default"). Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Contractor which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Contractor to cure the default or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement. It is expressly noted that, should the County issue more than one notice of default to Contractor during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly fails to provide the services, deliverables, system availability, support, maintenance, implementation, or other Work in accordance with the timelines, service levels, or requirements of this Contract; (2) fails to provide adequately qualified personnel, technical resources, staffing, infrastructure, or system capacity necessary to perform the Work; (3) fails to maintain required licenses, subscriptions, hosting services, security protections, or third-party services necessary for continued operation of the system or services; (4) fails to make prompt payment to subcontractors, licensors, vendors, or service providers whose services are necessary for performance under this Contract; (5) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings; (6) persistently disregards or fails to comply with applicable federal, state, or local laws, regulations, industry standards, security requirements, or orders of any governmental authority having jurisdiction; (7) experiences a material security incident, unauthorized disclosure, or

breach of County data caused by the Contractor's failure to comply with contractual or industry-standard security requirements; or (8) otherwise breaches or violates any material term or condition of this Contract.

If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

10.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

10.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

10.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

10.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

10.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused

by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE

11.1 Contractor’s Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required

insurance coverages found in this Article XI.

11.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing

11.3 Workers Compensation & Employer's Liability

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

Contractor shall procure and maintain during the life of the awarded Contract, Crime Coverage with minimum limits of \$2,000,000 per occurrence.

The Contractor shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

The Contractor shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If

Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.5 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.9 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.12 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

12.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.16 Public Records

12.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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 County's information technology systems.

12.16.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Bryan Matus
Email Address: bmatus@sjcfl.us

Deckard Technologies, Inc.
1620 5th Ave, STE 400
San Diego, CA 92101
Attn: Tom Hemmings
Email Address: tom.hemmings@deckard.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

12.20 Piggyback Purchases

Other governmental entities within the State of Florida, may, at their sole option and with the consent of the Contractor, purchase services under the pricing, terms, and conditions of this Contract.

Any Piggyback Purchase shall be executed through a separate agreement or purchase order between the Contractor and the participating governmental entity. The County shall not be a party to any such agreement or transaction and shall have no obligation, liability, or responsibility for any associated purchases, payments, disputes, performance, administration, or enforcement thereof.

Participation by any governmental entity shall not obligate the County to purchase any additional services or commodities under this Contract, nor shall it create any contractual relationship between the County and the participating entity. The

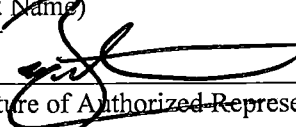
Contractor agrees that any such participation shall not in any way adversely affect the pricing, terms, conditions, or performance obligations owed to the County under this Contract.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County, FL (Seal)

(Typed Name)

By: 
(Signature of Authorized Representative)

Bryan Matur
(Printed Name)

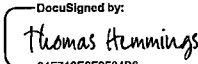
Purchasing Manager
(Title)

5/28/26
(Date of Execution)

Contractor

Deckard Technologies, Inc. (Seal)

(Typed Name)

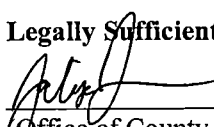
By: 
(Signature of Authorized Representative)

Thomas Hemmings
(Printed Name)

Chief Financial Officer
(Title)

5/27/2026
(Date of Execution)

Legally Sufficient:


(Office of County Attorney)

5/29/26
(Date of Execution)

FORM 1
FINAL CERTIFICATE FOR PAYMENT

Contract No.:	Jobsite <i>(name & address):</i>
Contractor <i>(name & address):</i>	
	Project Manager:
	Bid No.:
Date of Issuance:	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its Project Manager, accepts the Work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

ST. JOHNS COUNTY: _____
Project Manager Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

**RFP 2781; Short-Term Vacation Rental
(STVR) Registration, Monitoring and Compliance Services.**

Exhibit “A” Scope of Services

A. Scope of Work and Functional Requirements

The Contractor shall furnish all services, systems, personnel, and resources necessary to perform the Scope of Work described below. The Contractor shall provide a fully operational, commercially available STVR software platform and associated services designed to identify and monitor STVR activity, manage registrations and renewals, support compliance and enforcement efforts, process payments, and provide reporting and data access in accordance with County requirements. The solution shall integrate technology, staffing, and operational support necessary to ensure consistent enforcement of the STVR Ordinance and effective service to property owners, County staff, and the public. At a minimum, the Contractor shall meet or exceed the following functional and operational requirements.

1. STVR Identification and Monitoring

The system must be capable of identifying, monitoring, and tracking short-term vacation rental (STVR) activity within St. Johns County. At a minimum, the system must:

- Identify and track active STVR properties advertising rental periods of more than twenty-nine (29) days
- Monitor online rental platforms and listing services for STVR activity within the County
- Identify unregistered, expired, or otherwise non-compliant STVR properties
- Monitor advertising frequency and rental activity
- Monitor occupancy levels and compliance in accordance with County ordinance requirements

2. Registration and Renewal Management

The system must provide comprehensive registration and renewal management services, including but not limited to:

- A secure, web-based portal for STVR registration and renewal;
- Processing and administration of initial registrations and renewal applications;
- Tracking of registration status, approval dates, and expiration dates;
- Secure upload, storage, and management of all documentation required by County ordinance;
- Ongoing maintenance and updating of property owner and designated local agent contact information.

System must allow the County to modify application, renewal, and other program-related fees, as approved by the Board of County Commissioners, without requiring software redevelopment at no additional costs.

3. Geographic and Ordinance Controls

The system must incorporate geographic and ordinance-based controls to ensure accurate application of County requirements. The system shall:

- Utilize GIS-based boundaries to identify properties located within St. Johns County jurisdiction
- Apply STVR ordinance requirements only to properties located east of the Intracoastal Waterway
- Identify and exclude exempt properties, including but not limited to condominium properties
- Identify, track, and flag vested properties in accordance with County ordinance

4. Compliance and Enforcement Support

The Contractor must provide tools and services to support County Code Enforcement activities, including:

- Monitoring, tracking, and documentation of STVR-related violations
- Generation, printing, and mailing of compliance and non-compliance notices, as directed by the County
- Maintenance of detailed and auditable records of violations and enforcement actions
- Provision of a public-facing, twenty-four (24) hour per day, seven (7) days per week complaint hotline
- Intake, tracking, documentation, and routing of complaints to County Code Enforcement staff
- Compliance with all applicable federal, state, and local data security, confidentiality, and privacy laws and regulations
- Acknowledgement that all data generated, collected, or maintained under this contract shall remain the sole property of St. Johns County

5. Payments and Financial Processing

The system must securely process payments and manage financial transactions related to the STVR program. The system shall:

- Accept online payments via ACH and other payment methods approved by the County
- Support the County-adopted STVR application fee of three hundred dollars (\$300), or other fees as approved by the Board of County Commissioners
- Provide secure payment processing and detailed transaction and reconciliation reporting
- Remit revenues in accordance with contractual requirements and County financial policies
- Comply with all applicable Payment Card Industry (PCI) standards and security requirements

6. Reporting and Data Access

The system must provide robust reporting and data access capabilities, including:

- Standard and ad hoc reports related to:
 - Registration activity
 - Compliance and violations
 - STVR activity and trends
 - Financial and revenue activity
- Data export capabilities in County-approved formats
- Assurance that the County retains full ownership, access, and usage rights to all program data

7. Implementation and Support

The Contractor must provide full implementation and ongoing support services, including:

- A detailed implementation and transition plan
- Training for County staff, as required
- Ongoing technical support and customer service
- System availability twenty-four (24) hours per day, seven (7) days per week, excluding scheduled maintenance approved by the County

8. Staffing and Customer Support

The Contractor must provide dedicated customer support services for:

- STVR property owners and designated agents
- County staff
- Members of the public submitting complaints through the twenty-four (24) hour per day, seven (7) days per week hotline

9. Data Security and Compliance

The Contractor must comply with all applicable federal, state, and local laws governing data security, privacy, and online payment processing. Such compliance shall include adherence to recognized industry-standard security controls and frameworks, including but not limited to the following:

- **PCI-DSS** (for payment processing)
- **SOC 2** (for cloud-hosted or SaaS platforms)
- **NIST** or equivalent cybersecurity framework
- **ISO 27001** (information security management systems)
- **CJIS** where applicable (for any law enforcement or complaint data access)

**RFP 2781; Short-Term Vacation Rental
(STRV) Registration, Monitoring and Compliance Services.**

**Exhibit “B” Implementation Schedule
Timeline & Training**

Upon signing the contract, Deckard will assign St. Johns County a dedicated Account Manager who will work with the County to develop best practices based on Deckard’s experiences with other clients. The Account Manager will ensure that the implementation process proceeds efficiently and will serve as the main point of contact for any questions, suggestions, training, or concerns. Your Account Manager will also participate in periodic calls with County staff throughout project deployment and then monthly on an on-going basis, as requested.

Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions are up and running with Rentalscape within a couple of weeks, with Address Identification completed within 4-6 weeks of receiving the registration and listing data. Assuming the contract is awarded in May, we fully expect system deployment, initial address mapping, and user training to be completed by August 2026.

St. Johns County, FL

Assuming contract on May 22, 2026

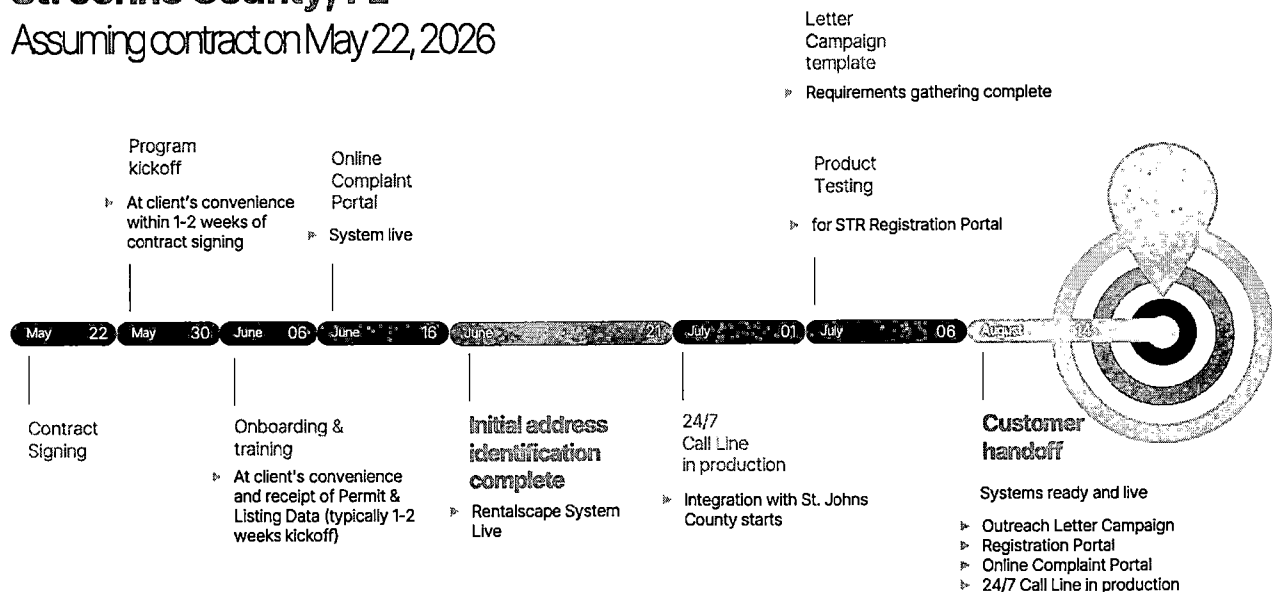


Figure1: Rentalscape Timeline

Feedback from our customers indicates that our competitors take months to bring systems online and begin address mapping. In contrast, our automated property identification systems are already running in County, allowing us to have your system up and running extremely quickly.

Price Quote Year One - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
- Estimated 1300 properties - Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform	\$45,500 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive County approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters	INCLUDED
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields configurable to meet County needs - Identify properties that need registration fee - Provide daily reports on new and modified registrations	\$5,000
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
24/7 US bilingual (upon request) call center with live agents – Classic - Online complaint form (Complaint Form only \$2,000)	\$4,000
REPORTING & ANALYSIS	
- On Demand, Dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
- Single Point of Contact for County staff for all matters - Ensures the County is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with customer request	INCLUDED
TOTAL YEAR ONE	\$54,500

Note: Pricing valid for 90 days
Note 2: Pricing Confidential

Price Quote Year Two - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING

Price

- Estimated 1300 properties
- Identify property & address
- Identify property owner address
- Real-time reporting of all new listings & frequent calendar monitoring
- 10,000+ Websites monitored Daily, worldwide
- FutureCast™ - Identify future bookings as they are made on the rental platform

\$50,050
Annually

OUTREACH CAMPAIGN

- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures
- All letter templates will receive County approval pre-campaign
- Campaign includes one introductory letter and two additional escalation letters

INCLUDED

STR REGISTRATION PORTAL

- Online, intuitive portal for registration and renewal
- Fields configurable to meet County needs
- Identify properties that need registration fee
- Provide daily reports on new and modified registrations

\$5,500

COMPLAINT 24/7 HOTLINE & ONLINE FORM

- 24/7 US bilingual (upon request) call center with live agents – Classic
- Online complaint form (Complaint Form only \$2,000)

\$4,400

REPORTING & ANALYSIS

- On Demand, Dynamic reporting, offering multiple ad hoc reports
- Filters allowing users to focus on specific segments of the STR population

INCLUDED

DEDICATED ACCOUNT MANAGER

- Single Point of Contact for County staff for all matters
- Ensures the County is following Industry best practices
- Shepherds the implementation process from start to finish
- Periodic meetings/calls throughout the life of the account

INCLUDED

UNLIMITED ACCOUNTS & TRAINING SESSIONS

- No limit on the number of Rentalscape user accounts
- No per-session training costs
- Single Sign-On (SSO) available
- Dedicated client support staff available to assist with customer request

INCLUDED

TOTAL YEAR TWO

\$59,950

Note: Pricing valid for 90 days
Note 2: Pricing Confidential

Price Quote Year Three - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
- Estimated 1300 properties - Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform	\$50,050 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive County approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters	INCLUDED
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields configurable to meet County needs - Identify properties that need registration fee - Provide daily reports on new and modified registrations	\$5,500
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
24/7 US bilingual (upon request) call center with live agents – Classic - Online complaint form (Complaint Form only \$2,000)	\$4,400
REPORTING & ANALYSIS	
- On Demand, Dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
- Single Point of Contact for County staff for all matters - Ensures the County is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with customer request	INCLUDED
TOTAL YEAR THREE	\$59,950

Note: Pricing valid for 90 days
Note 2: Pricing Confidential

Price Quote Year Four - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING

Price

- Estimated 1300 properties
- Identify property & address
- Identify property owner address
- Real-time reporting of all new listings & frequent calendar monitoring
- 10,000+ Websites monitored Daily, worldwide
- FutureCast™ - Identify future bookings as they are made on the rental platform

\$50,050
Annually

OUTREACH CAMPAIGN

- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures
- All letter templates will receive County approval pre-campaign
- Campaign includes one Introductory letter and two additional escalation letters

INCLUDED

STR REGISTRATION PORTAL

- Online, intuitive portal for registration and renewal
- Fields configurable to meet County needs
- Identify properties that need registration fee
- Provide daily reports on new and modified registrations

\$5,500

COMPLAINT 24/7 HOTLINE & ONLINE FORM

- 24/7 US bilingual (upon request) call center with live agents – Classic
- Online complaint form (Complaint Form only \$2,000)

\$4,400

REPORTING & ANALYSIS

- On Demand, Dynamic reporting, offering multiple ad hoc reports
- Filters allowing users to focus on specific segments of the STR population

INCLUDED

DEDICATED ACCOUNT MANAGER

- Single Point of Contact for County staff for all matters
- Ensures the County is following Industry best practices
- Shepherds the implementation process from start to finish
- Periodic meetings/calls throughout the life of the account

INCLUDED

UNLIMITED ACCOUNTS & TRAINING SESSIONS

- No limit on the number of Rentalscape user accounts
- No per-session training costs
- Single Sign-On (SSO) available
- Dedicated client support staff available to assist with customer request

INCLUDED

TOTAL YEAR FOUR

\$59,950

Note: Pricing valid for 90 days
Note 2: Pricing Confidential

Price Quote Year Five - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
- Estimated 1300 properties - Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform	\$50,050 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive County approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters	INCLUDED
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields configurable to meet County needs - Identify properties that need registration fee - Provide daily reports on new and modified registrations	\$5,500
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
24/7 US bilingual (upon request) call center with live agents – Classic - Online complaint form (Complaint Form only \$2,000)	\$4,400
REPORTING & ANALYSIS	
- On Demand, Dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
- Single Point of Contact for County staff for all matters - Ensures the County is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with customer request	INCLUDED
TOTAL YEAR FIVE	\$59,950

Note: Pricing valid for 90 days

Note 2: Pricing Confidential

Stacey Kurtz

SE Director of Sales
(407) 342-5029
stacey@deckard.com

REQUEST FOR PROPOSAL

Short-Term Vacation Rental (STVR) Registration, Monitoring and Compliance

RFP NO: 2781

St. Johns County, FL

April 2, 2026

presented by

**RENTALSCAPE**

engineered by



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Section 1

Proposal Cover Page and Cover Letter

Cover Letter

Dear Evaluation Committee,

Deckard Technologies, Inc. is pleased to submit this proposal in response to RFP NO 2781 regarding Short Term Vacation Rental Registration, Monitoring and Compliance Service for St. Johns County. We appreciate the opportunity to present our qualifications and interest in supporting your jurisdiction.

► **Our Singular Focus on Real Estate Compliance**

A key differentiator for our firm is our absolute specialization. While many other providers in this market manage broad and disconnected software portfolios supported by generalist teams, Deckard Technologies is hyper focused exclusively on real estate compliance. This singular mission ensures that our entire engineering, data science, and support staff are true subject matter experts dedicated solely to the nuances of the short-term rental landscape. You are not just buying software; you are partnering with a firm whose entire existence is built around solving the exact challenges facing St. Johns County.

► **Comprehensive Identification and GIS Precision**

Our solution directly addresses the functional requirement in your scope of work. We utilize advanced scraping and GIS integration to identify and track active rental listings advertising stays of any length. Using your specific shapefiles, we will apply ordinance requirements exclusively to properties east of the Intracoastal Waterway while automatically excluding exempt locations. This ensures your enforcement efforts remain geographically perfect and legally defensible.

► **Streamlined Registration and Secure Financials**

We provide a secure, web-based portal for the entire initial registration and annual renewal process, handling document storage and owner updates with ease. Our financial processing is fully PCI DSS compliant, supporting your application fees through ACH and other approved methods with detailed reconciliation reporting.

► **Enforcement Power and Community Support**

Through our Outreach and Hotline modules, we provide a complete compliance engine. This includes the automated generation of official notices and a live, bilingual, twenty-four hour a day complaint hotline. Every complaint is tracked and routed to County staff with full auditable records. Furthermore, we acknowledge that all data generated, collected, or maintained under this contract remains the sole property of St. Johns County. Our platform adheres to the highest industry standards, including SOC 2 Type 2 and NIST frameworks, ensuring your information remains secure and accessible around the clock.

► **Business Philosophy & Company History**

Our team is committed to a seamless implementation. We provide dedicated staffing and a specialized Customer Success Manager to lead your training and provide ongoing technical support. We are confident that our hyper focused expertise and proven technology will provide St. Johns County with the most reliable STVR program management available today. Founded on May 8, 2018, Deckard

Technologies has been in business for nearly eight years, focusing entirely on the intersection of data science and local government compliance. Our firm currently employs a dedicated team of 132 professionals, including world class data scientists, engineers, and subject matter experts. Our business philosophy is rooted in the belief that local governments deserve the same high level analytical tools used by the private sector to ensure fairness, safety, and community stability.

Corporate Information

Deckard Technologies, Inc. is a C Corporation organized under the laws of the State of Delaware. We do not operate under any fictitious business names or alternate company names. Our principal office and mailing address is 1620 5th Avenue, Suite 400, San Diego, California 92101. All services are managed through our San Diego headquarters.

The principal leaders of Deckard Technologies include:

- Nick Del Pego, Chief Executive Officer
- Jessica Flanagan, Chief Technical Officer
- Thomas Hemmings, Vice President and Chief Financial Officer
- Dustin Reilich, Vice President of Sales

Our primary point of contact for this solicitation is:

Thomas Hemmings

Vice President and Chief Financial Officer

(619) 501 4208

tom.hemmings@deckard.com

Our secondary point of contact is:

Stacey Kurtz

Director of Sales, Southeast Region

(407) 342 5029

stacey@deckard.com

Sincerely,

The Deckard Technologies Team



**RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES**

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: Deckard Technologies, Inc.

FEIN #: 83-0532773

MAILING ADDRESS: 1620 5th Ave, STE 400, San Diego, CA 92101

POINT OF CONTACT FOR RFP:

NAME & TITLE: Garrett Lundberg Solutions Consultant

EMAIL ADDRESS: garrett@deckard.com

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: Matt Hemmings Financial Controller

EMAIL ADDRESS: accounting@deckard.com

DATE: 3/23/2026

Section 2

Company, Staff and Team Qualifications

Qualifications & Experience



Headquartered in San Diego, California, Deckard Technologies was founded in 2018 to support compliance within the U.S. real estate market for the public sector. Deckard leverages data science expertise to assist local governments in managing compliance activities and enforcement, particularly regarding short-term rental (STR) properties. Our technology ensures that everyone is held accountable to the same set of rules, adheres to all guidelines and ordinances, and pays their fair share of fees and taxes.

The Deckard Team has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 430 clients, our customers range in size from small jurisdictions like Granby, CO, to larger ones like Placer County (Lake Tahoe), CA; Phoenix, AZ; Panama City Beach, FL; and Galveston, TX. Our Florida Customers include Monroe County, Brevard County, Duval County, Flagler County, Marion and Nassau...and growing!

Deckard currently employs 132 staff members, including administrative (7), sales (10), technology (23), data operations support (57), client experience (30), and data science (5) across all offices. All are exclusively dedicated to supporting our real estate compliance software, Rentalscape. Unlike other vendors, every resource listed here contributes directly to this product and is never pulled into disparate business areas. This singular focus on one platform is exactly why we excel.

With a retention rate of 98%, our success is directly attributed to the vast knowledge and experience of our team. This 'well-oiled machine' works closely with our customers to deliver the most accurate data and top tier support, helping cities and counties improve compliance and increase tax and fee revenue while preserving the quality of local life.

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over 10,000 websites advertising short-term rentals with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

PUB.APP.NO.

For more information, please visit the following links:

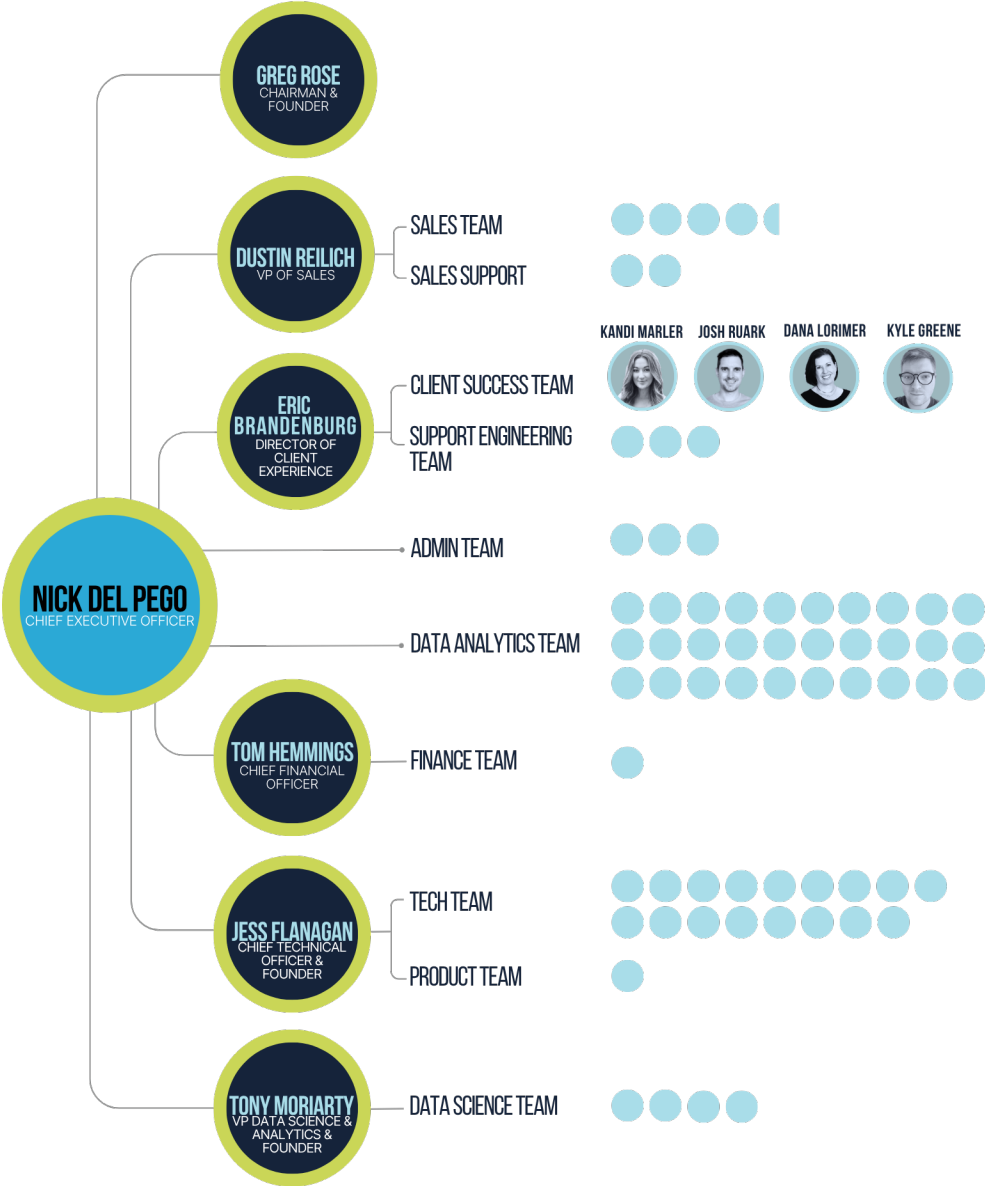
Patent 1	U.S. Patent No. 11,790,466 B2	<u>Identifying and validating rental property addresses</u>
Patent 2	U.S. Patent No. 11,741,560 B2	<u>Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning</u>
Patent 3	U.S. Patent No. 20,190,333,173 A1 AI Newly allowed	<u>Detecting and validating improper residency status through data mining, natural language processing, and machine learning</u>

The Rentalscape platform pinpoints the exact addresses of STR listings within County limits, providing an accurate representation of STR activity across the County and its community districts. Rentalscape organizes listings and calculates statistics on a per-property basis, ensuring that activity is not double-counted by mapping each property’s precise location. This level of accuracy enhances compliance, enforcement, tax collection, and complaint management.

Rentalscape is the only platform that automatically updates upcoming rentals and bookings shortly after reservations are made.

In every jurisdiction we serve, we work closely with County staff to tailor our approach to local needs, aligning our technology and processes with the community’s goals. By combining our market-leading data accuracy with ongoing collaboration, we help enforce policies and create workflows that drive higher compliance, improve tax and fee collection, and preserve the quality of life for residents.

Organizational Chart



2026 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F22000000861

Entity Name: DECKARD TECHNOLOGIES, INC.

Current Principal Place of Business:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702 US

FEI Number: 83-0532773

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID ROBERTS 02/09/2026
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY
Name	DEL PEGO, NICKOLAS	Name	ROSE, GREG
Address	7901 4TH ST N STE 300	Address	7901 4TH ST N STE 300
City-State-Zip:	ST. PETERSBURG FL 33702	City-State-Zip:	ST. PETERSBURG FL 33702
 Title	 TREASURER	 Title	 DIRECTOR
 Name	 HEMMINGS, TOM	 Name	 DEL PEGO, NICKOLAS
 Address	 7901 4TH ST N STE 300	 Address	 7901 4TH ST N STE 300
 City-State-Zip:	 ST. PETERSBURG FL 33702	 City-State-Zip:	 ST. PETERSBURG FL 33702

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NICKOLAS DEL PEGO PRESIDENT 02/09/2026
Electronic Signature of Signing Officer/Director Detail Date

This Receipt is issued pursuant to
County ordinance 87-36

2025/2026 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1101364
EXPIRES September 30, 2026

Business Type Computer Services
Location 1620 5th Ave # 400
Out Of Area CA 92101

Business Name **Deckard Technologies, Inc.**

Owner Name Deckard Technologies, Inc.

Mailing Address 1620 5th Ave 400
San Diego CA 92101



New Business
Transfer

Tax 22.00
Penalty 0.00
Cost 0.00
Total 22.00

JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR

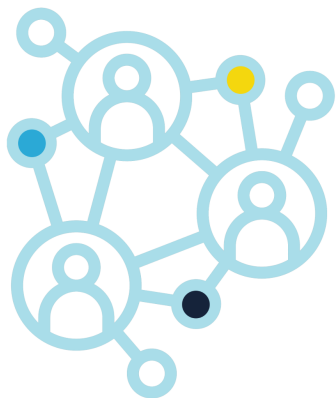
This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2025-937987 on 03/31/26 for \$22.00

[Remainder of this page intentionally left blank]

Key Personnel & Staff



A successful short-term rental management program requires close and continual collaboration between the jurisdiction and it’s compliance partner.

Unlike others, Deckard provides direct access to all the senior staff. The executive team frequently travels to meet our clients, speak at County meetings, and continually incorporate feedback into our products. We are always seeking improvements in our systems, and this is only possible by working directly with our customers.



At Deckard, you receive the direct cell phone numbers of your Client Success Representative and our executive team. We prioritize building strong relationships with our customers and are committed to ensuring success at every level. When you reach out to us—whether for support, assistance with enforcement, or to suggest system enhancements—you’ll always connect with a dedicated team member, never a call center.



Nick Del Pego

Chief Executive Officer
EXPERIENCE: **25 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick’s career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs. Nick demonstrates his commitment to client engagement by sharing his personal cell phone on LinkedIn.



Jessica Flanagan

Chief Technical Officer
EXPERIENCE: **16 YEARS**

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build. Jess will provide strategic oversight to ensure the County short-term rental platform is built and maintained to the highest technical standards.



Tony Moriarty

VP of Data Science
EXPERIENCE: **16 YEARS**

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open-Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market. Tony will ensure the County data remains the strongest foundation for accurately identifying and analyzing short-term rentals.



Dustin Reilich

VP Sales & Govt Affairs
EXPERIENCE: **31 YEARS**

As the head of Sales, Dustin brings decades of government experience to the Deckard team. His far-reaching experience has taken him to every city and county in California, as well as countless other jurisdictions nationwide. He is passionate about staying involved throughout the implementation process to ensure his clients get exactly what he promised, and more.



Zinzi Sullivan

Head of UX & Product Design
EXPERIENCE: **20 YEARS**

Zinzi is a UX Design, Research, and Product Strategy leader with 10+ years delivering human-centred digital services. At Deckard, Zinzi drives UX and product design strategy, hands-on execution, and collaboration with product and engineering teams. With backgrounds in civil engineering and graphic design, Zinzi creates accessible experiences and advocates for women in tech.



Dana Lorimer

Snr Client Success Manager
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



Stacey Kurtz

SE Region Director of Sales
EXPERIENCE: **20 YEARS**

Stacey knows how local governments work. A seasoned sales executive with a real estate license and a Business Administration Degree and more than 20 years of experience working with government-based purchasing directors, finance managers, code enforcement officers, community development directors, and city managers.



Eric Brandenburg

Dir Project Management
EXPERIENCE: **24 YEARS**

Eric Brandenburg leverages his extensive background in military leadership, cyber warfare, and technical sales engineering to oversee all implementations. By applying military grade precision and disciplined program management to our daily operations, he ensures every project is highly secure, exceptionally structured, and delivered exactly on schedule. Eric is the ideal executive to guarantee our teams overcome any technical hurdle and consistently hit every critical deadline.

[Deckard Technologies currently employs all personnel necessary to perform the required Services; no additional staffing is required for successful implementation.]

Our support philosophy

The Rentalscape Advantage



Dedicated Client Success Manager (CSM)

Your CSM serves as an ongoing partner, advocating for your success and facilitating collaboration between Deckard Technologies and your team. This relationship ensures staff needs are met efficiently, creating a foundation for exceptional service and long-term success. At Deckard Technologies, exceptional customer service isn't an extra feature - it's our philosophy!

Comprehensive and Ongoing Training

- Initial and refresher training sessions tailored for County staff
- Training materials provided electronically for easy access
- Virtual training reduces costs and ensures consistency
- Unlimited users

Unlimited Access and Support

Unlimited users and training included at no extra cost, your CSM is available to provide assistance and address your concerns. Your CSM is always accessible via phone, email, and/or virtual meetings, ensuring you have the partner you need to achieve your program goals.

Proactive Updates and Enhancements

Quarterly software updates keep the system aligned with the evolving needs of the short-term rental market and ensures continuous improvement.

Rapid Issue Resolution

All In addition to having access to a dedicated CSM, you'll have access to the Customer Support Portal for fast and efficient issue resolution. Requests are reviewed daily, and all reported issues are escalated the same business day through our monitored email and online support system. Deckard is equipped with the tools and resources necessary to support your customer journey effectively.

With Rentalscape, exceptional customer service isn't extra—it's our mission.

Attachment C: Conflict of Interest Disclosure Form

RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING AND COMPLIANCE SERVICES

ATTACHMENT "C" CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultant are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultant, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Proposer: Deckard Technologies, Inc.

Authorized Representative(s):


Signature

Thomas E. Hemmings CFO
Print Name/Title

Signature

Print Name/Title

Proposed Sub-Contractors

Deckard Technologies utilizes industry-leading third-party enterprise platforms to support our technical infrastructure, including Amazon Web Services (AWS) for software hosting , Digify for secure document storage, and Fullpay for secure payment processing.

Deckard Technologies confirms that we currently employ all personnel necessary to perform the required Services; no additional staff or traditional service-based sub-contractors are required for successful implementation. In accordance with RFP Section I, P, Deckard is prepared to submit further documentation, qualifications, and reliability data for our enterprise platform partners at the County's discretion to ensure they meet all County standards.

Furthermore, while Fullpay is our preferred gateway, our platform is engineered for maximum flexibility. We have successfully integrated with over 10 other major payment providers, including Stripe, and we are fully prepared to integrate with any alternative payment provider preferred by the County to ensure seamless financial operations.

[Remainder of this page intentionally left blank]

Certificates of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/20/2026		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186		CONTACT NAME: Kearnstyn Freerking PHONE (A/C, No, Ext): 858-768-4075 FAX (A/C, No): E-MAIL: Kearnstyn.Freerking@MarshMMA.com ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC #		
License# 0H18131 DECKATECHN		INSURER A : Hartford Underwriters Insurance Company INSURER B : Underwriters at Lloyd's London INSURER C : Lloyd's Syndicate 2623 INSURER D : INSURER E : INSURER F :		30104 55555 55555		
INSURED Deckard Technologies, Inc. 1620 5th Avenue, Suite 400 La Jolla CA 92037						
COVERAGES CERTIFICATE NUMBER: 1763805045 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		725BABD3P1F	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		725BABD3P1F	8/19/2025	8/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		725BABD3P1F	8/19/2025	8/19/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers	N	N	ADL01387001	2/1/2026	2/1/2027
C	Professional Liability	N	N	WG00001412AG	8/19/2025	8/19/2026
	Cyber Liability	N	N			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
St. John's County, its elected officials, officers, employees, agents and representatives are included as additional insured as respects to General and Auto Liability per attached endorsement forms SL 30 32 06 21 & SL 00 00 10 18. Primary Non-contributory wording applies per attached endorsement						
CERTIFICATE HOLDER			CANCELLATION			
St. Johns County, a political subdivision of the State of Florida ATTN: Purchasing Dept 500 San Sebastian View St. Augustine FL 32084 US			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			



CERTIFICATE OF LIABILITY INSURANCE

22QL

DATE (MM/DD/YYYY)
03/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 833-506-1544 FAX (A/C, No): EMAIL ADDRESS: work.comp@trinet.com INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Company of North America NAIC # 43575 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED TriNet Group, Inc. L/C/F Deckard Technologies, Inc 1 Park Place, Suite 600 Dublin, CA 94568-7983	

COVERAGES
CERTIFICATE NUMBER: 15904672

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER						
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WLR_C73259058	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to worksite employees of Deckard Technologies, Inc through a co-employment agreement with TriNet HR III, Inc.
Waiver of subrogation in favor of St. Johns County, a political subdivision of the State of Florida as required by written contract.

CERTIFICATE HOLDER

St. Johns County, a political subdivision of the State of Florida
ATTN: Purchasing Dept
500 San Sebastian View
St. Augustine FL 32084
US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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ACORD 25 (2016/03)

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Attachment F: Claims and Litigation History

RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING AND COMPLIANCE SERVICES

ATTACHMENT "F" CLAIMS AND LITIGATION HISTORY

Proposers must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ☐ No ☒ If yes, please attach additional sheet(s) to include:
Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the contract owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
None

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
None

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
None

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5. Have you ever abandoned a contract, been terminated, or had an agency submit a claim on a performance/surety bond to take over a contract?

Yes ☐ No ☒ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ☐ No ☐ If no, please explain why?
N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has an Agency ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes ☐ No ☒ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

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Section 3

Related Experience

References

We believe that **continuous innovation** is essential to meeting the challenges of today and tomorrow. We are proud of our achievements and solutions, which enable cities and counties to manage short-term rental activities and ensure that local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

City of Holmes Beach, FL

NATHAN BROWN

CODE COMPLIANCE OFFICER

nbrown@holmesbeachfl.org
(941) 708 - 5800

PRODUCT:

RENTALSCAPE, COMPLAINT PORTAL

PROJECT DESCRIPTION: Short-Term Rental Compliance Management, STR Complaint Intake.

COMPLETION TIMEFRAMES: Sept 24, 2024 – Ongoing

City of Fernandina Beach, FL

CRYSTAL TURNER

ADMINISTRATIVE COORDINATOR

cturner@fbfl.org
(904) 310 - 3443

PRODUCT:

RENTALSCAPE, OUTREACH

PROJECT DESCRIPTION: Short-Term Rental Compliance Management, Notifications.

COMPLETION TIMEFRAMES: March 3, 2023 - Ongoing

City of Naples, FL

BILL QUINSEY

CODE COMPLIANCE MANAGER

bquinsey@naplesgov.com
(239) 213 - 5032

PRODUCT:

RENTALSCAPE, OUTREACH

PROJECT DESCRIPTION: Short-Term Rental Compliance Management, STR Complaint Intake.

COMPLETION TIMEFRAMES: Nov 13, 2024 – Ongoing

City of Sunny Isles Beach, FL

LUBA PETERBURG

ADMINISTRATIVE COORDINATOR

lpeterburg@sibfl.net
(305) 792 - 1912

PRODUCT:

RENTALSCAPE

PROJECT DESCRIPTION: Short-Term Rental Compliance Management.

COMPLETION TIMEFRAMES: May 4, 2021 - Ongoing

Village of Islamorada, FL

GERARDO GONZALEZ

CODE COMPLIANCE OFFICER

gerardo.gonzalez@islamorada.fl.us
(305) 304 - 9152

PRODUCT:

RENTALSCAPE, FORECLOSURE REGISTRY

PROJECT DESCRIPTION: Short-Term Rental Compliance Management.

COMPLETION TIMEFRAMES: Nov 30, 2021 - Ongoing

Note 1: There are 25+ Florida municipalities using Deckard Platform

Note 2: Deckard Technologies has provided the comprehensive list of all relevant experience from the last five years within the Trade Secrets section of this proposal.

Client Case Studies

Monroe County, FL



Boosting Tourist Development Tax (TDT) Compliance

We successfully implemented Rentalscape as an advanced software solution to optimize the collection and enforcement of the Tourist Development Tax (TDT) in Monroe County. Our impact includes:

- **\$80 million** in TDT efficiently collected and distributed during the Fiscal Year 2022-2023.
- **Identification of rental properties across** over 80 online platforms, improving audits and enforcement actions.
- **Detection of fraudulent rental advertisements, reducing** tax evasion and promoting compliance.

Through a rigorous audit process, tax authorities can now charge back taxes, penalties, and interest for non-compliant properties, ensuring a fair and transparent system.

Previously unidentified and brought into compliance: 2, 650 Current total licensed STRs: 13, 596

Town of Mount Pleasant, SC



Strengthening STR Compliance & Tax Recovery

Mount Pleasant, a coastal town near Charleston, is a popular destination for tourists and STR hosts alike. However, limited enforcement tools left compliance gaps and tax revenue uncollected. The city's previous platform only flagged listings with guest reviews on a few sites, missing many active rentals.

To solve this, Mount Pleasant partnered with Deckard Technologies and implemented Rentalscape.

- Mined **10,000 rental sites daily**, providing **100x more data** than before.
- Revealed detailed insights on **bookings, permit status, and property history**.
- Enabled staff to monitor STR activity through **custom dashboards and reports**.

Thanks to Deckard, Mount Pleasant **increased compliance, recovered lost revenue, and reduced administrative workload**.

San Bernardino County, CA



Supporting STR Compliance & Community Trust

San Bernardino County attracts millions of tourists each year—but with over 5,000 STRs, balancing tourism and residential quality of life has become a challenge. By 2024, the County had received over 1,800 complaints related to STRs, including noise, trash, and parking violations. San Bernardino County addressed this challenge by implementing Rentalscape in partnership with Deckard Technologies, achieving the following results:

- Launched **Rentalscape** with a built-in **24/7 Complaint Hotline**.
- Enabled **real-time tracking and enforcement** of STR-related violations.
- Improved **community responsiveness and transparency** around STR operations.

In 2024, the County processed **1, 880 hotline cases**, improving transparency and trust. This approach promotes sustainable tourism while giving residents peace of mind through **proactive STR management and advanced enforcement tools**.

Section 4

Approach/Methodology

Proposer must provide a written narrative detailing the proposed approach and methodology for performing all required Services identified herein, including but not limited to:

a) **STVR identification and monitoring, registration, and renewal management;**

Deckard Technologies provides a comprehensive solution for STVR identification and monitoring, registration, and renewal management through our Rentalscape platform. Our identification process is designed to produce a highly accurate inventory of active short-term vacation rentals by matching listings to exact property addresses and parcel numbers, giving jurisdictions a reliable foundation for enforcement, compliance, and registry management. In addition to monitoring major booking platforms, Rentalscape also searches smaller and local listing sites to improve coverage and help identify operators who may otherwise be missed. This broader approach allows jurisdictions to maintain a more complete and current view of STVR activity across their market.

Beyond basic compliant/non-compliant tracking, our platform includes a configurable violation model that can be tailored to a jurisdiction's specific rules and regulations. This allows staff to flag and monitor violation signals based on local program requirements, providing deeper operational insight into listing activity and potential noncompliance.

Once properties are identified, Rentalscape supports the full registration and renewal lifecycle through a configurable online portal that streamlines application intake, document collection, staff review, approval workflows, operator communications, expiration tracking, and automated renewal reminders. This end-to-end approach helps jurisdictions accurately identify STVRs, manage operators through registration and renewal, and gain more meaningful visibility into compliance risks over time. Please see pages 29-38 for a detailed look into our approach and methodology.

b) **Geographic and ordinance controls;**

Deckard Technologies provides geographic and ordinance controls through the Rentalscape platform using GIS shapefiles, parcel data integration, and jurisdiction-specific ordinance configurations. These tools allow staff to evaluate STVR activity against local geographic restrictions and ordinance requirements, and to quickly identify potentially non-compliant properties through either map view or list view. This approach helps jurisdictions operationalize local rules, improve visibility into compliance issues, and support more efficient enforcement. See more information in the section below.

c) **Compliance and enforcement support;**

Deckard Technologies supports compliance and enforcement through a structured workflow that begins with identifying potentially non-compliant properties and conducting a three-letter outreach campaign on the County's behalf. This escalating communication process is designed to drive operators into compliance and into the registration portal, where ongoing communications are managed through verified contact information. For properties that remain non-compliant after outreach, County staff can quickly filter those cases, review evidence reports, timestamped screenshots, property activity, and access detailed booking information to support enforcement actions. This approach equips enforcement staff with the documentation and tools needed to efficiently identify, assess, and act on non-compliant properties. Deckard can also provide subject matter expert support in court or other proceedings on an hourly basis if requested. See more information in the section below.

d) **Payments and financial processing, reporting and data access;**

Deckard Technologies supports payments and financial processing through integration with a PCI-compliant payment gateway capable of securely processing credit card, ACH, and check payments. This allows jurisdictions to offer flexible payment options while ensuring that payment data is handled in accordance with industry security standards.

To support financial accuracy and transparency, Rentalscape provides nightly reconciliation reporting that allows staff to compare transactions recorded in the platform against funds received in the County's bank account. This process helps confirm that payments have been successfully processed, deposited, and balanced appropriately. Because reconciliation reporting is generated on an ongoing basis, staff can review and reconcile activity at whatever frequency best aligns with their internal accounting procedures.

In addition, the platform provides reporting and data access tools that give staff visibility into payment activity, remittances, account status, and related financial records. This helps jurisdictions maintain strong financial controls, improve auditability, and ensure easy access to the data needed for ongoing administration and reporting.

e) **Implementation and ongoing support, staffing and customer support;**

Deckard Technologies provides implementation and ongoing support through a structured, fully in-house service model. We do not use subconsultants; all implementation, support, data analysis, and software engineering services are delivered by full-time Deckard staff, ensuring accountability and clear communication for the County. Upon award, the County will be supported by a dedicated team that includes Eric Brandenburg, Director of Product Management, as Project Lead; Dana Lorimer, Sr. Client Customer Success Manager, as the primary day-to-day point of contact; and Matt Davis, Director of Client Success, for oversight and escalations as needed.

Implementation includes business process review, platform configuration, ordinance and workflow alignment, data setup, training, and go-live support. As a cloud-native provider, Deckard performs most implementation activities remotely for efficiency. Following implementation, the County will be supported by a dedicated Client Success Manager who serves as an ongoing partner, coordinating support, training, and strategic guidance.

Deckard provides comprehensive initial and refresher training, electronic training materials, unlimited users, and unlimited support at no additional cost. Support is available through the assigned CSM by phone or email during normal business hours EST, as well as through Deckard's Customer Support Portal for fast and efficient issue resolution. Requests are reviewed daily and escalated the same business day. Importantly, the CSM serves as more than a traditional support contact. Each Client Success Manager is a subject matter expert who can provide guidance beyond routine troubleshooting, helping the County navigate program administration, workflow optimization, compliance strategy, and industry best practices. This higher-touch model gives the County a knowledgeable partner who can support both day-to-day needs and broader program success. In addition, quarterly software updates and ongoing platform enhancements help ensure the system continues to meet evolving program needs.

f) **Data security and compliance;**

Deckard Technologies complies with all applicable federal, state, and local laws governing data security, privacy, and online payment processing, and maintains security controls aligned with recognized industry standards and frameworks. This includes PCI-DSS compliance for payment processing, SOC 2 Type II

compliance for our cloud-hosted platform, and adherence to established cybersecurity and information security practices consistent with frameworks such as NIST, ISO 27001, and CJIS where applicable.

g) [Integration with the County's ERP system \(Workday\);](#)

Deckard Technologies facilitates seamless integration with the County's Workday ERP system by generating comprehensive nightly reconciliation reports. These reports enable County staff to precisely compare transactions recorded within Rentalscape against funds deposited into the County's bank account for accurate posting within Workday. Our platform is engineered to support automated data ingestion by explicitly providing file exports in the specific formats required for Workday processing, including .csv and .xml. This methodology is successfully employed by our current municipal clients to maintain high standards of financial integrity and eliminate manual data entry.



Increase compliance levels by up to

98.7%



40,000+

Outreach letter sent to STR operators



Consistently increase fee collection by up to

40%



Curated for your jurisdiction

1 of 1



Please review our complete methodology and operational approach in the section immediately below. To provide the Evaluation Committee with the clearest possible understanding of our software capabilities and workflows, we have incorporated live screenshots and actual system data to construct this comprehensive narrative.

The Rentalscape STR Identification & Management Process

At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forget it", Deckard partners with 430+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2025 alone, we onboarded over 100 new clients.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.



*Rentalscape is an absolute
game-changer - we had 100%
more information and that
makes my job 1000% easier*

Jane Yager-Baumrind
Short-Term Rental Coordinator

TOWN OF MT PLEASANT, SC

Example of a recent successful STR program

On January 3, 2023, Deckard Technologies replaced Avenu Insights as the provider of Short-Term Rental Identification and Management Services for South Padre Island, Texas—a premier beach destination with a high-demand short-term rental market. This successful transition highlights our expertise in implementing large-scale compliance and monitoring solutions. Managing a dynamic market like South Padre Island has provided invaluable real-world experience directly applicable to St. Johns County, which had over **10082 active short-term rental listings** last year. The best practices we’ve developed in projects like this equip Deckard to help St. Johns County effectively manage its short-term rental marketplace in compliance and a streamlined registration efforts.

In just 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000** short-term rental listings across more than **3,000** properties. South Padre Island started using Rentalscape on January 18 – just 15 days after finalizing their contract!

This speed is possible because **Rentalscape is the only platform that tracks short-term rental activity for every town, city, county, and state in the U.S.—not just for our customers, but for every single jurisdiction in the country. Rentalscape is already configured and live for St. Johns County – we just need to give you access.** Our competitors typically take months to build and configure a system for tracking your short-term rentals, all while charging you for a service that has yet to be built. With Rentalscape, you get a solution within weeks of signing the contract.



Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and launch a new registration program. While this is uncommon, South Padre Island took this bold step to ensure that registered properties were well managed. Deckard configured South Padre Island’s Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live before May 1. After identifying over 95% of all short-term rentals on the island and with the support of the Rentalscape Outreach Campaign, we received over 2,300 license applications between May 1 and October 1, with more than 1,000 submitted in the first 24 hours of the new system going live.

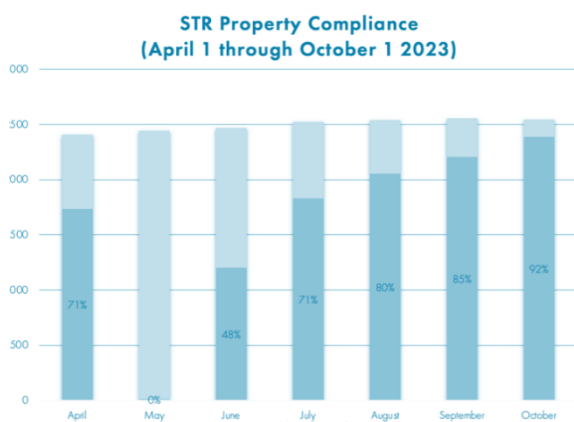


Figure 1: Compliance in South Padre Island

After four years with Avenu Insights, South Padre Island had 72% compliance in short-term rental registration as of April 2023.

By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.

The Ordinance

01

Step one in a great STR program is having a well-designed regulatory framework. Deckard frequently works with the council to develop a great rules and regulations. St. Johns County already has a great ordinance.

What sets it apart?

- Short-Term Vacation Rentals are allowed as an accessory use in all residential zoning districts.
- Maximum occupancy is capped at 10 occupants
- Off-street parking is required at 1 space per 3 guests.
- Regulations apply only to unincorporated areas east of the Intracoastal Waterway, with defined exemptions.

The Message

02

Step two in a great STR program is communication. Deckard regularly works with council to communicate to the operators their responsibilities. St. Johns County already does this well too.

What makes St. Johns County great in our eyes?

- A dedicated STR webpage clearly outlines eligibility, requirements, and operational standards in one place
- The County provides direct links to state licensing, tax registration, and local compliance steps.
- Contact information is clearly listed for the appropriate department.

Many of our 430+ customers who utilize the Rentalscape Outreach program can enhance their messaging. Once we have identified all the non-compliant operators, multi-letter campaigns are incredibly effective in bringing operators into compliance. The key is to clearly communicate that you have been tracking their operations, have accurately identified their address, and have tied the identification of the advertised property to an exact St. Johns County parcel number.

Deckard ties STR listings to exact parcel numbers and regularly updates parcel owner contact details from county data. Unlike competitor systems, there is no manual work required by County staff to contact non-compliant operators.



The Data

03

Running a successful program starts with excellent data!

Data must be complete, accurate, timely, and actionable, or else the rules and regulations put in place by your jurisdiction cannot be effectively enforced.

Deckard is a data company! We store over half a billion real estate images and monitor every listing in every city worldwide for changes daily. We store terabytes of data and add over one billion new records to our repository each day.

That's all great – but what does it get you?

How does St. Johns County benefit from great data?

Great data enables effective outreach. It helps ease people into compliance, but more on compliance below. Deckard's data collection is unlike any other platform in the industry. While other providers mine a fixed set of platforms, Deckard uses AI systems to scour the web 24/7, continuously searching for new sites with short-term rental listings.

The short-term rental industry is expansive, with thousands of platforms, brands, and providers across the globe. Just how many STR platforms are out there? With **19,502 incorporated places** in the U.S. alone (each potentially hosting its own local STR website) the number is likely far greater than most realize. So far, we've identified over 10,000 platforms worldwide and continue to expand our database daily. It's a diverse and constantly evolving landscape, and our mission is to uncover and track every platform operating in this space.

But what does it all mean? Below is a sample breakdown of the types of sites, the information available on each, and why it's essential to look everywhere.



More is more.

We mine every single listing. Every single day.

THEY MINE

60

SITES

WE MINE

10,000

SITES

The Big Guys

Airbnb, Expedia, TripAdvisor, and Booking.com are the four largest advertising platforms for U.S. short-term rentals. However, these platforms often exist in different forms. For example, Stayz.com.au contains identical information to vrbo.com—both are Expedia sites. Stayz.com.au is simply the Australian version. Similarly, Bookabach.co.nz is another version of vrbo.com with a different logo; it's the New Zealand version. All three sites feature the same listings—they just have different branding.

Figure 2 lists the various forms these four platforms take. Note that many of these sites no longer exist; HomeAway.com and CanadaStays.com now simply redirect to VRBO.

Other solution providers that list all these sites as part of the catalog they monitor are just counting the same listings repeatedly, making it appear as though they monitor much more than they actually do.

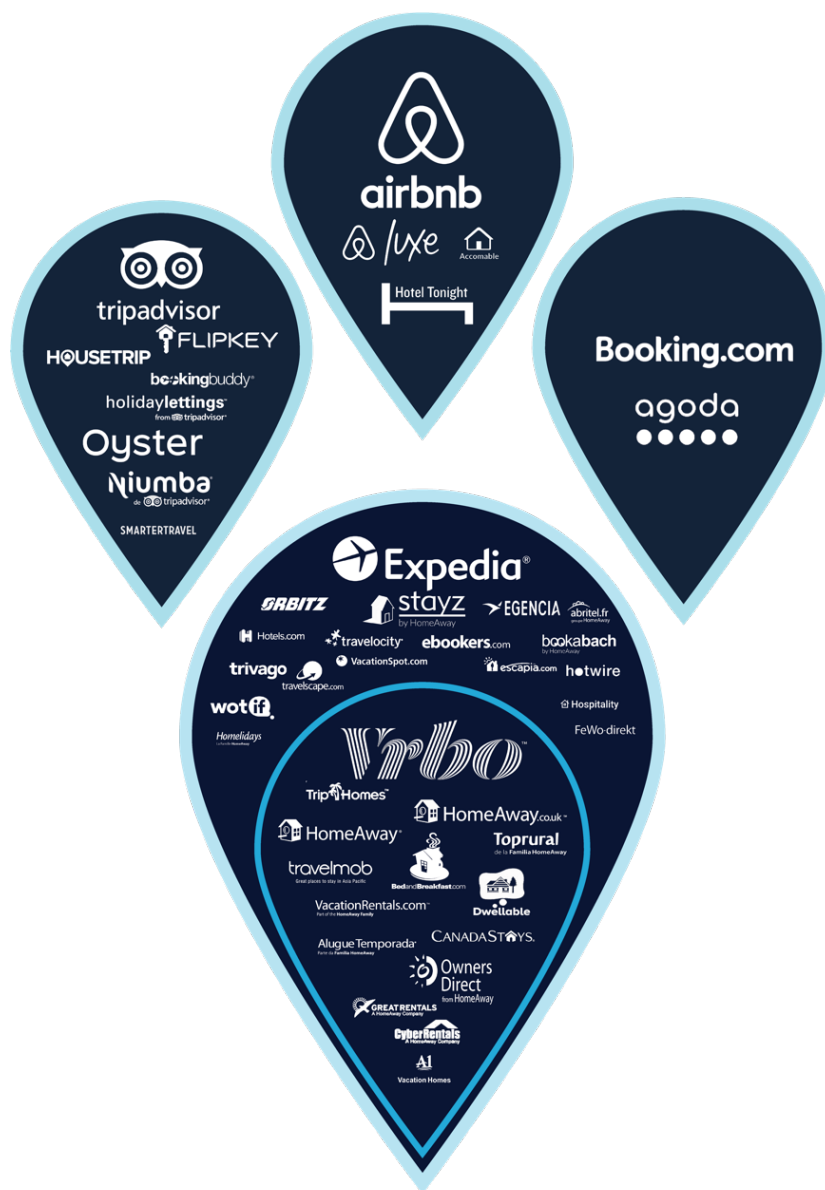


Figure 2: Various guises of the four major STR platforms

The Medium Guys

Deckard also monitors many smaller platforms, primarily specialty advertising sites such as Hipcamp.com, which focuses on camping sites, and BringFido.com, which specializes in pet-friendly accommodations. Another type of mid-sized STR site includes property management companies like Vacasa and Evolve.

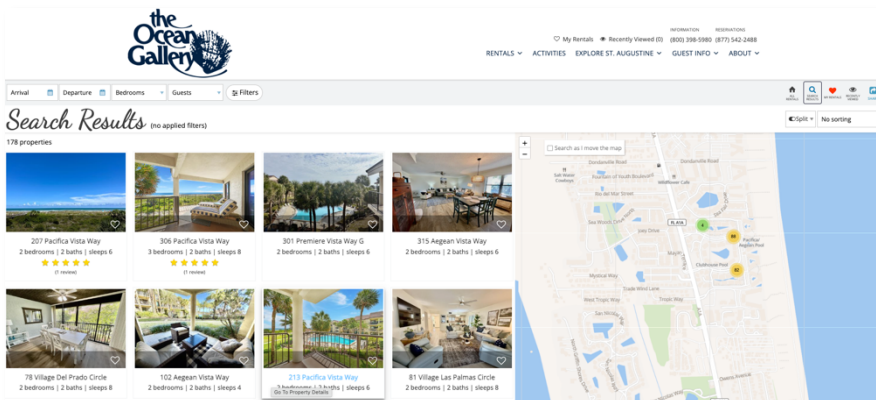
Rentalscape by Deckard regularly tracks listings on Hipcamp, BringFido, HolidayRentalsByOwner, Evolve, Vacasa, and hundreds of other mid-sized short-term rental sites. These large property management companies operate nationally and frequently list their properties on both major platforms and their own sites. **MisterBandB** advertises around 948 listings in St. Johns County and many of their bookings are taken directly on their platform. Vacasa has a presence in St. Johns County with 305 listings.

The Local Guys

Rentalscape is the only platform that constantly searches for new sites.

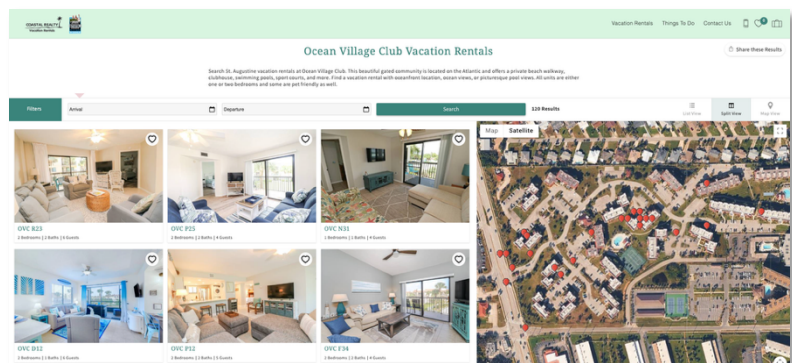
No other provider in the country tracks local property managers or adds new platforms to their data collection daily. In every city, there are some hosts and owners who may not adhere to regulations. While some might create their own websites to advertise or shift to smaller platforms to avoid detection, others simply prefer to use local sites. The local sites we track in St. Johns County include oceanvillageclubfl.com, theoceangallery.com, coastalrealtyfl.com, sovereignjacobsrentals.com, noblestay.com, coquinarentals.com, oceanandracquet.com.

only possible with



In St. Johns County we have been tracking short-term rentals for years. Ocean Gallery lists 178 properties in St. Johns County and we track the activity on all of them every day.

The Ocean Village Club lists 120 and we track them too. **We are looking for new sites every day and if someone lists it in St. Johns County, we will find it.**



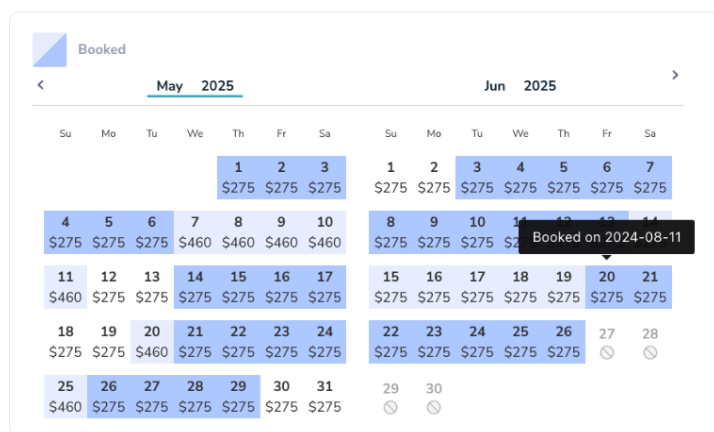
The Data Store

Rentalscape is the only system that continuously monitors short-term rental listings. It's the only platform that closely tracks every calendar and booking, ensuring that even last-minute reservations are captured. Without frequent monitoring, identifying these late additions would be impossible.

only possible with



Booking Activities



FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 3 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left shows both past and future bookings. When two bookings are made back-to-back, they are highlighted in a different color (note change in color on May 7-11). The nightly rate is shown on all bookings along with the date the booking was made. To the right, the booking from June 20 to 26 was taken by the host on August 11, 2024.

Figure 3: Rentalscape Calendar

The Deckard AI platform consists of thousands of computers running 24/7, mining data and analyzing the results with AI. It holds over half a billion images, nearly a billion short-term rental screenshots, and trillions of data records.

This system is the foundation for improving compliance. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure near-total compliance in St. Johns County.

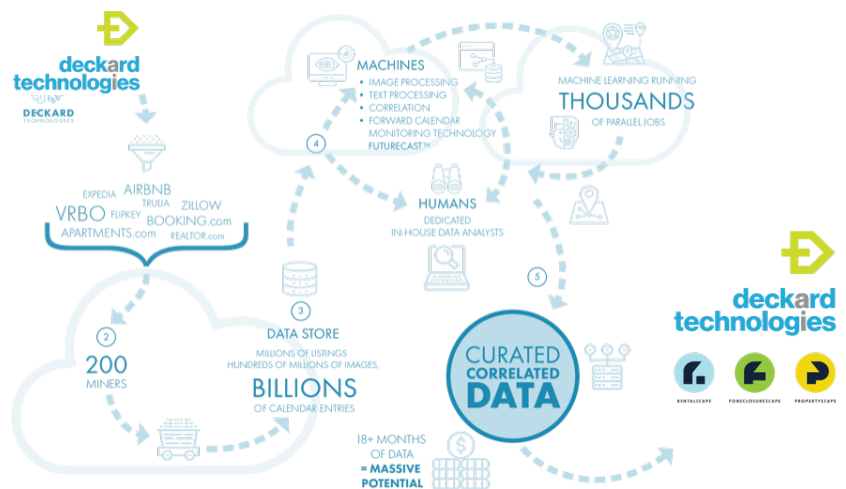


Figure 4: Deckard AI Platform

The Artificial Intelligence

Mining every short-term rental listing consistently is only part of the solution. Rentalscape uncovers

04

thousands of new images every day and processes over a billion fresh data records daily, delivering unmatched market intelligence. This data volume is far beyond what can be managed by humans alone. This is why at Deckard we have built a powerful machine learning system that leverages extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our vast real estate data store doesn't just contain short-term rental data—it includes real estate sales, long-term rentals, street view data, county property records, property sales information, and ownership details, all fed into our AI system.

To date, our analysts have already matched over 8,700 short-term rental listings with the exact property addresses within the County limits. Approximately 1,100 listings yet to be mapped. Within a couple of months of engaging with St. Johns County we expect to have over 95% of listings for properties correctly identified.

Figure 5 shows the Rentalscape map for the **St. Johns County** where over **8,000** properties have already been identified using our artificial intelligence systems. The color-coded map currently uses **yellow dots** for unmatched addresses **red dots** for unregistered properties and **blue dots** for verified listings, once a contract is signed most dots will become blue/red within 4-6 weeks. When **St. Johns County** licensing data is upload, the team can color code each dot based on compliance so that the map view serves as a command center for quickly identifying and addressing non-compliant properties.

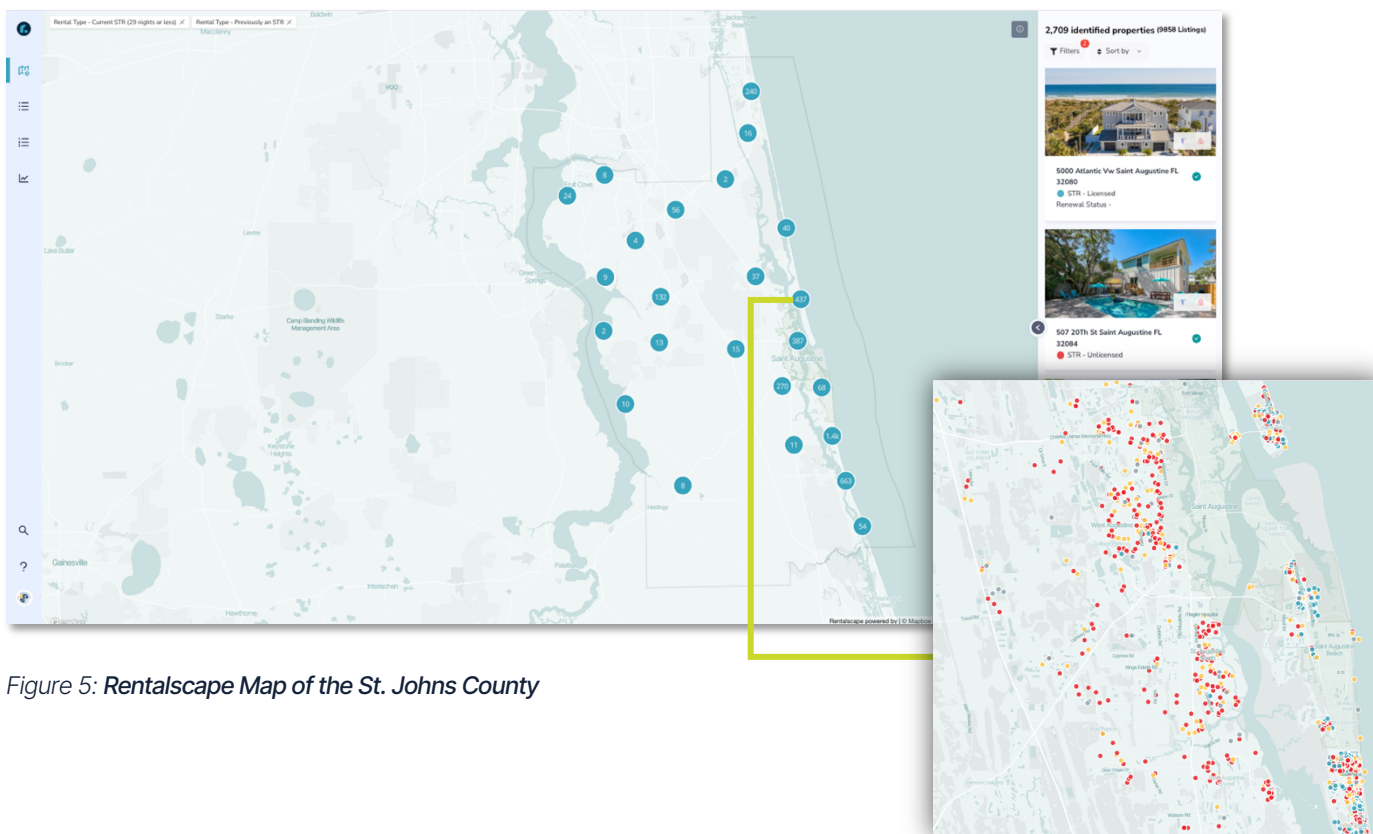


Figure 5: Rentalscape Map of the St. Johns County



Figure 7: Image Matching

How does it all work? The Rentalscape image matching system is completely unique in the industry. This multi-tiered system can, of course, match identical images, but the real magic lies in the ability to match two different images of the same scene, whether internal or external. As shown in Figure 7 above, the Rentalscape image matching identified two different photos of the same property taken from different angles as being the same house. Our technology compares every photo from each short-term rental listing in the City to images in our real estate database. With over 10,082 listings processed, this has resulted in more than 100 million photo comparisons. By leveraging publicly available Zillow listings where precise addresses are publicly available further enhances our efficiency, allowing us to pass cost savings on to our clients and achieve an operational speed four times faster than the industry average. With our extensive real estate and street view data, a powerful computing platform is essential to manage this workload. Fortunately, Rentalscape's advanced computing infrastructure operates around the clock, 365 days a year, matching every STR listing to its exact address/parcel number. Figure 6 shows how Rentalscape matches an Airbnb listing in the St. Johns County to a Zillow listing and most importantly it is also matched to the exact county parcel record.

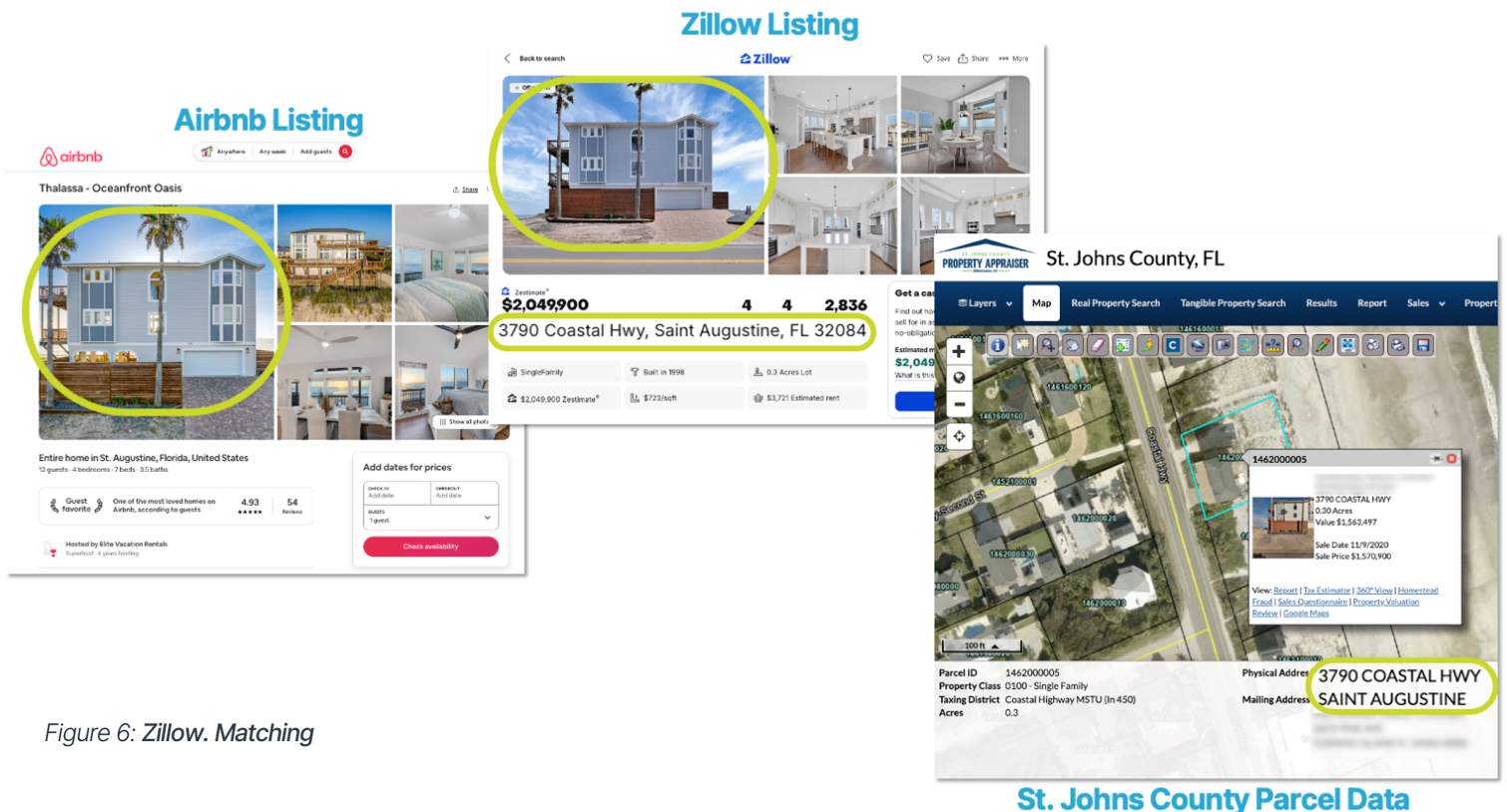


Figure 6: Zillow. Matching

Supervised machine learning requires ground truth—the more, the better. Ground truth must be incredibly accurate, and the more data available, the better the results. **This is why Deckard employs over 70 in-house data analysts who meticulously check every AI result and continually feed the machine learning system with additional ground truth.** Our analysts have manually verified over 600,000 short-term rental properties to ensure the accuracy of our data.

No other company invests as heavily into address mapping technology, nor does any other company employ as many full time, in-house analysts as Deckard!

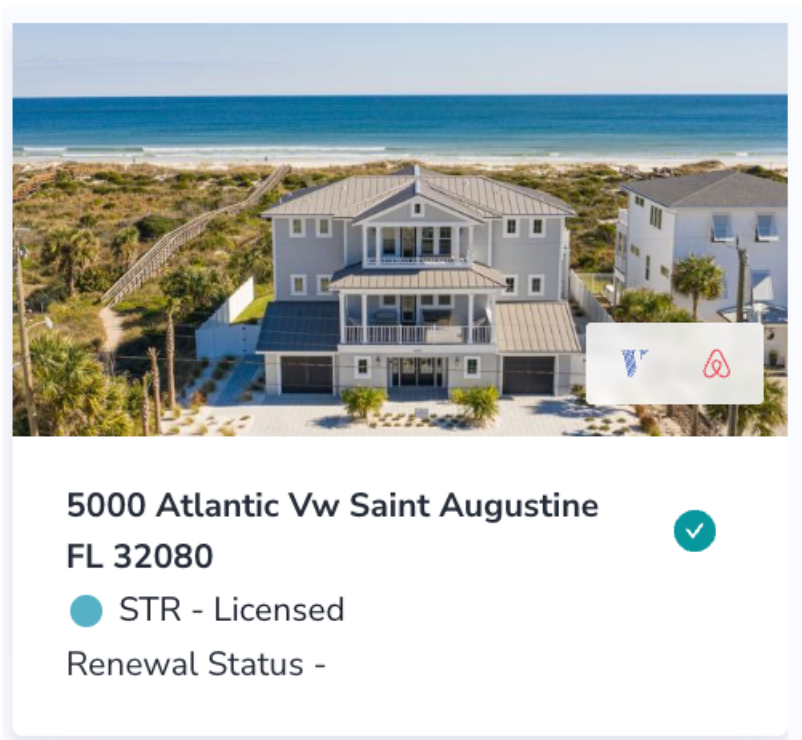


Figure 8: Rentalscape verified property



When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has meticulously verified every aspect of the property – the address, the structure, the license, the owner – everything has been thoroughly checked.

Rentalscape is widely praised by its users for uncovering insights that would otherwise be impossible to obtain. It streamlines the work of compliance officers and tax collectors nationwide, ensuring both accuracy and efficiency. Far from simply making the job easier, Rentalscape transforms short-term rental management into a genuinely enjoyable process. By continuously processing massive amounts of real-time data, the platform delivers comprehensive oversight and valuable intelligence, placing it well ahead of competing solutions.

Scope of Work and Functional Requirements

1. STVR Identification and Monitoring

The system must be capable of identifying, monitoring, and tracking short-term vacation rental (STVR) activity within St. Johns County. At a minimum, the system must:

- Identify and track active STVR properties advertising rental periods of more than twenty-nine (29) days
- Monitor online rental platforms and listing services for STVR activity within the County
- Identify unregistered, expired, or otherwise non-compliant STVR properties
- Monitor advertising frequency and rental activity
- Monitor occupancy levels and compliance in accordance with County ordinance requirements

Complies. The Rentalscape platform provides St. Johns County with a comprehensive suite of monitoring tools designed to track all vacation rental activity across your jurisdiction. Our proprietary engine continuously scrapes all major platforms and local listing services to capture active rentals, specifically extracting minimum stay requirements from listing metadata to reliably track properties advertising rental periods exceeding twenty-nine days. By cross referencing this online evidence with your official registration data and GIS shapefiles, our system automatically flags unregistered, expired, or otherwise noncompliant properties. To ensure total visibility, we utilize advanced volatility scoring to monitor exactly how often advertisements appear and analyze booking metadata to estimate real world rental activity. Furthermore, our system extracts the advertised maximum occupancy and bedroom counts for every listing. We can configure a dedicated violation signal specifically for these capacity issues, which is instantly tied to the individual property card. This allows your admin users to easily review the captured evidence and seamlessly escalate the status of these occupancy violations in accordance with your specific local ordinances. See page 29-38 for more information.

2. Registration and Renewal Management

The system must provide comprehensive registration and renewal management services, including but not limited to:

- A secure, web-based portal for STVR registration and renewal;
- Processing and administration of initial registrations and renewal applications;
- Tracking of registration status, approval dates, and expiration dates;
- Secure upload, storage, and management of all documentation required by County ordinance;
- Ongoing maintenance and updating of property owner and designated local agent contact information.

System must allow the County to modify application, renewal, and other program-related fees, as approved by the Board of County Commissioners, without requiring software redevelopment at no additional costs.

Complies. Deckard Technologies provides a secure, web based portal specifically designed to streamline the complete processing and administration of both initial Short Term Vacation Rental registrations and annual renewal applications. The Rentalscape platform empowers St. Johns County staff with a comprehensive dashboard for effortlessly tracking every registration status, including precise approval and expiration dates.

Through this intuitive public interface, property owners can seamlessly handle the secure upload, storage, and management of all documentation (through AWS Digify) required by your specific County ordinance. Furthermore, the system facilitates the ongoing maintenance and real time updating of property owner details alongside designated local agent contact information. Crucially, our highly configurable architecture allows County administrators to easily request modify applications, renewal, and any other program related fees exactly as approved by the Board of County Commissioners. These adjustments can be executed quickly without requiring any software redevelopment or incurring any additional costs whatsoever.

3. Geographic and Ordinance Controls

The system must incorporate geographic and ordinance-based controls to ensure accurate application of County requirements. The system shall:

- Utilize GIS-based boundaries to identify properties located within St. Johns County jurisdiction
- Apply STVR ordinance requirements only to properties located east of the Intracoastal Waterway
- Identify and exclude exempt properties, including but not limited to condominium properties
- Identify, track, and flag vested properties in accordance with County ordinance

Complies. Deckard Technologies seamlessly integrates your official GIS shapefiles directly into the Rentalscape platform to precisely identify all properties located within the St. Johns County jurisdiction. Utilizing these advanced geographic and ordinance-based controls, our system automatically applies your specific Short Term Vacation Rental regulations exclusively to properties situated east of the Intracoastal Waterway. Furthermore, because our core database is normalized down to the individual parcel number and local zoning code, we can easily identify and permanently exclude all exempt locations, including but not limited to specific condominium properties. Finally, we will configure customized tags within your dashboard to accurately identify, track, and visibly flag any vested properties operating in accordance with your County ordinance. This precise spatial filtering ensures that your compliance pipeline remains geographically accurate, highly targeted, and legally sound at all times.

4. Compliance and Enforcement Support

The awarded Contractor must provide tools and services to support County Code Enforcement activities, including:

- Monitoring, tracking, and documentation of STVR-related violations
- Generation, printing, and mailing of compliance and non-compliance notices, as directed by the County
- Maintenance of detailed and auditable records of violations and enforcement actions
- Provision of a public-facing, twenty-four (24) hour per day, seven (7) days per week complaint hotline
- Intake, tracking, documentation, and routing of complaints to County Code Enforcement staff
- Compliance with all applicable federal, state, and local data security, confidentiality, and privacy laws and regulations
- Acknowledgement that all data generated, collected, or maintained under this contract shall remain the sole property of St. Johns County

Complies. Deckard Technologies provides St. Johns County Code Enforcement with a robust suite of tools engineered for the continuous monitoring, tracking, and complete documentation of all Short Term Vacation Rental violations. All monitoring is managed through our dedicated violation module, which ties configured violation signals directly to the individual property card. This allows your staff to easily run custom filters based on specific violations at any time. To fully support your outreach to noncompliant properties, we execute a highly

effective three letter mailing campaign utilizing your County approved templates. Our team handles this entire physical process from start to finish; we automatically generate the mailing list, print, stuff, and send the official notices exactly as directed by your agency.

Every single enforcement action is permanently maintained directly on the property card, providing your staff with a full history of violations and calendar activity, alongside undeniable proof of advertising through time stamped screenshots. Furthermore, we will provision a dedicated, public facing, twenty-four hour a day, seven day a week complaint hotline for your entire community. This integrated service ensures the professional intake, meticulous tracking, thorough documentation, and immediate routing of all citizen complaints directly to your designated Code Enforcement personnel. We guarantee absolute compliance with all applicable federal, state, and local data security, confidentiality, and privacy laws across our entire technical infrastructure. Finally, Deckard Technologies formally acknowledges and agrees without reservation that all data generated, collected, or maintained under this specific contract shall remain the absolute and sole property of St. Johns County at all times. See page 57 for the hotline.

5. Payments and Financial Processing

The system must securely process payments and manage financial transactions related to the STVR program. The system shall:

- Accept online payments via ACH and other payment methods approved by the County
- Support the County-adopted STVR application fee of three hundred dollars (\$300), or other fees as approved by the Board of County Commissioners
- Provide secure payment processing and detailed transaction and reconciliation reporting
- Remit revenues in accordance with contractual requirements and County financial policies
- Comply with all applicable Payment Card Industry (PCI) standards and security requirements

Complies. The Rentalscape platform securely processes all payments and expertly manages every financial transaction related to your Short Term Vacation Rental program. Our system is fully equipped to accept online payments via ACH and any other payment methods specifically approved by the County. We achieve this by seamlessly integrating with a strictly PCI compliant payment gateway. While our preferred partner is Fullpay, our highly adaptable architecture has already successfully integrated with ten other major payment gateways, including Stripe. We natively support your adopted application fee of three hundred dollars and can accommodate any other fee structures or modifications as approved by the Board of County Commissioners. To ensure complete financial transparency, we provide highly secure payment processing alongside detailed transaction logs and comprehensive reconciliation reporting. All collected revenues are remitted exactly in accordance with your specific contractual requirements and internal County financial policies. This flexible gateway integration guarantees that every constituent transaction is processed with the highest level of safety and reliability while meeting all rigorous Payment Card Industry security requirements.

6. Reporting and Data Access

The system must provide robust reporting and data access capabilities, including:

- Standard and ad hoc reports related to:
 - Registration activity
 - Compliance and violations
 - STVR activity and trends
 - Financial and revenue activity

Complies. The Rentalscape platform features a highly robust and fully customizable analytics dashboard designed to deliver both standard and ad hoc reporting at any time. St. Johns County staff will have instant access to comprehensive data regarding all registration activity, compliance and violation metrics, broader Short Term Vacation Rental activity and market trends, as well as highly detailed financial and revenue tracking. Administrators can easily generate these reports on demand to ensure total transparency and operational efficiency across the entire program. Beyond generating reports on demand, your dedicated Customer Success Manager will proactively lead a Quarterly Business Review with County stakeholders to deeply analyze these specific trends, review compliance data, and ensure continuous program success.

- Data export capabilities in County-approved formats

Complies. The Rentalscape system provides seamless data export capabilities, allowing your staff to easily extract any report or dataset in various County approved formats, including CSV and PDF. This ensures your team can smoothly integrate our findings into your internal presentations, official public records, or secondary software systems without any technical friction.

- Assurance that the County retains full ownership, access, and usage rights to all program data

Complies. Deckard Technologies explicitly guarantees and provides absolute assurance that St. Johns County retains full and exclusive ownership, complete access, and total usage rights to all program data generated, collected, or maintained under this contract. You will never be locked out of your own information, and your proprietary data will never be sold or monetized by our firm in any capacity.

7. Implementation and Support

The awarded Contractor must provide full implementation and ongoing support services, including:

- A detailed implementation and transition plan
- Training for County staff, as required
- Ongoing technical support and customer service
- System availability twenty-four (24) hours per day, seven (7) days per week, excluding scheduled maintenance approved by the County

Complies. Deckard Technologies provides a meticulously structured implementation and transition plan tailored specifically to the operational needs of St. Johns County, ensuring a rapid and seamless deployment. Upon project kickoff, a dedicated Project Manager will take charge to carefully lead the initial setup, data integration, and total configuration of the system. Once we reach your official go live date, this Project Manager will execute a seamless transition, handing the reins over to your assigned Customer Success Manager. This Customer Success Manager will then lead comprehensive training sessions for all designated County staff members to guarantee total platform mastery and immediate operational readiness. Following the initial launch, we deliver exceptional ongoing technical support and highly responsive customer service to address any questions or evolving administrative needs. Furthermore, our cloud infrastructure guarantees that the Rentalscape platform maintains total system availability twenty-four hours a day, seven days a week. Any routine updates or required system maintenance will be strictly scheduled well in advance and performed only after receiving explicit approval from the County, ensuring absolutely zero unexpected disruption to your vital enforcement activities.

8. Staffing and Customer Support

The awarded Contractor must provide dedicated customer support services for:

- STVR property owners and designated agents
- County staff
- Members of the public submitting complaints through the twenty-four (24) hour per day, seven (7) days per week hotline

Complies. Deckard Technologies provides a highly structured support system tailored to the unique needs of every stakeholder in St. Johns County. For Short Term Vacation Rental property owners and designated agents, we supply comprehensive Frequently Asked Questions and detailed educational materials within the portal. However, because local regulations are highly specific, we have found it is an industry best practice for County staff to remain the primary point of contact for property owners regarding policy or compliance inquiries. If a property owner or user encounters a specific technical issue within the platform, County staff can easily escalate the matter by submitting a ticket through our dedicated support portal or by reaching out directly to their Customer Success Manager. For internal County staff, this Customer Success Manager and our expert technical team are always available to resolve system inquiries, provide guidance, and ensure seamless daily operations. Finally, for members of the public, our fully staffed, bilingual call center operates a dedicated twenty four hour a day, seven day a week hotline. These live operators are expertly trained in complaint intake, ensuring that concerned residents are heard immediately and that all relevant evidence is meticulously documented and routed directly to your Code Enforcement team without delay.

9. Data Security and Compliance

The awarded Contractor must comply with all applicable federal, state, and local laws governing data security, privacy, and online payment processing. Such compliance shall include adherence to recognized industry-standard security controls and frameworks, including but not limited to the following:

- PCI-DSS (for payment processing)
- SOC 2 (for cloud-hosted or SaaS platforms)
- NIST or equivalent cybersecurity framework
- ISO 27001 (information security management systems)
- CJIS where applicable (for any law enforcement or complaint data access)

Complies. Please see the following page for an overview of our security protocols. A link is provided for requesting our official security compliance documentation.

[Remainder of this page intentionally left blank]

System Security

Overview

System Reliability, Data Integrity, Security Policy & Practice

Deckard Technologies, as a SOC 2 Type I compliant organization, will implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of the city data. These security measures will be in accordance with recognized industry practices. St. Johns County will retain all rights, title, and interest in its data related to the services provided under this Agreement.

System Integrity

Deckard Technologies hosts all systems on Amazon Web Services (AWS), certified under FIPS, FEDRAM, PCI DSS, and SOC2.

To enhance security beyond AWS, Deckard enforces internal policies, such as daily virtual machine replacements and service restarts every 15 minutes. All services operate within private virtual networks, monitored via API Gateways. Access is restricted to internal development staff. No data breaches have occurred, and the last 18 months have seen 100% system uptime.

Data Storage & Segregation

Government data is stored encrypted on AWS (Amazon S3 and Postgres databases). Access is tightly controlled via schema-level separation, ensuring no cross-customer data exposure.

All data is traceable, and access is fully governed. Data is transmitted securely over TLS 1.2 or above. Systems are defined as code, enabling full reconstruction within minutes if compromised.

Daily backups and restoration tests ensure database recovery under one hour.

Personal Information Handling

Deckard uses Digify for secure handling of personal documents.

Deckard staff never access personal data, which is accessed only by government users through Digify integrated in the Rentalscape platform.

Digify complies with ISO 27001, GDPR, and HIPAA standards, and is also hosted on AWS.

Payment Processing

Deckard's Rentalscape system processes hundreds of millions of dollars for local governments. No payment information is stored by Deckard. All integrations are with SOC-compliant providers, including:

- ✓ Stripe
- ✓ Hamer Payments
- ✓ Fiserv
- ✓ Heartland
- ✓ Full Pay
- ✓ CORE
- ✓ Invoice Cloud

Visit our Security Section

Click the button below to learn more

LEARN MORE

Implementation, Timeline & Training

Upon signing the contract, Deckard will assign St. Johns County a dedicated Account Manager who will work with the County to develop best practices based on Deckard's experiences with other clients. The Account Manager will ensure that the implementation process proceeds efficiently and will serve as the main point of contact for any questions, suggestions, training, or concerns. Your Account Manager will also participate in periodic calls with County staff throughout project deployment and then monthly on an on-going basis, as requested.

Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions are up and running with Rentalscape within a couple of weeks, with Address Identification completed within 4-6 weeks of receiving the registration and listing data. Assuming the contract is awarded in mid May, we fully expect system deployment, initial address mapping, and user training to be completed well by the end of July 2026.

St. Johns County, FL

Assuming contract on May 15, 2026

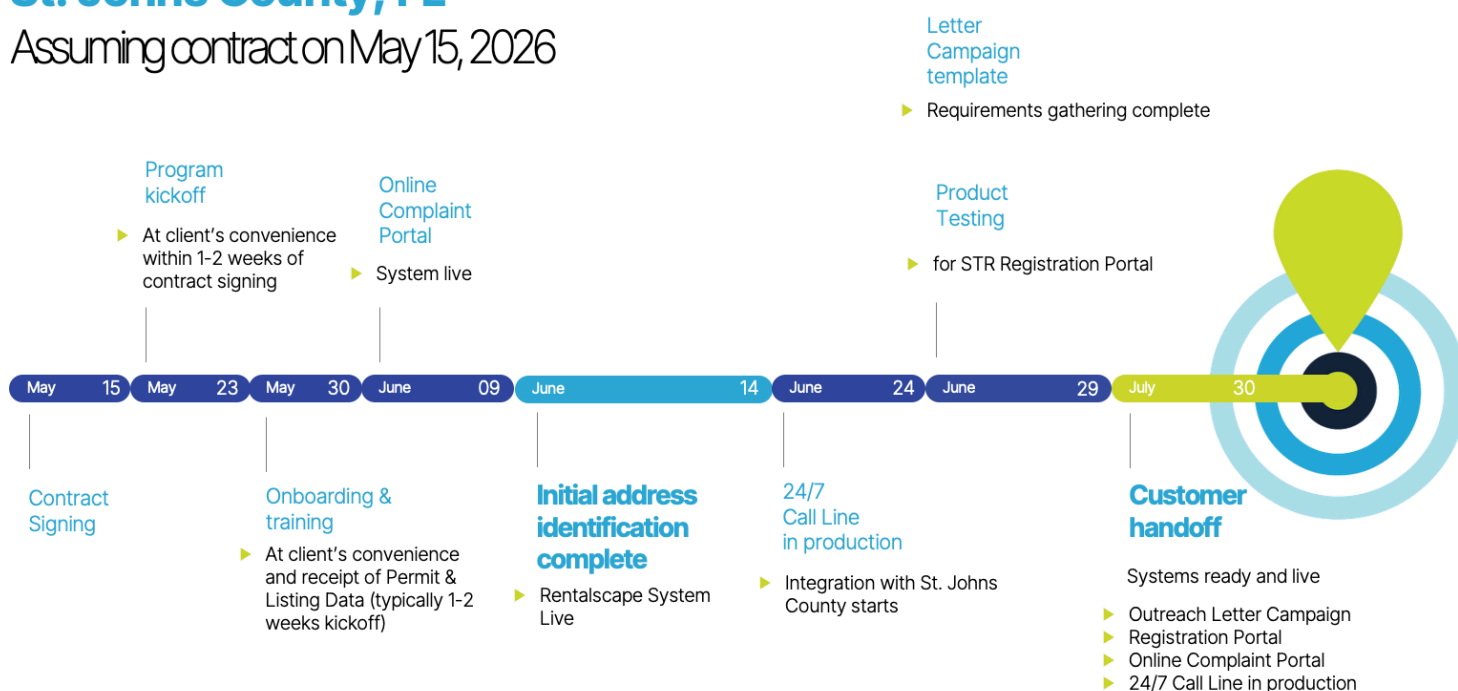


Figure 9: Rentalscape Timeline

Feedback from our customers indicates that our competitors take months to bring systems online and begin address mapping. In contrast, our automated property identification systems are already running in County, allowing us to have your system up and running extremely quickly.

Section 5

Cost Proposal

Pricing Proposal

Currently, Rentalscape is showing close to **10,082 live STR listings in unincorporated St. Johns County**. Based on the number of live STR listings, we estimate there are **1,300+ short-term rental properties in the County east of the Intracoastal Waterway**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis**. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



Price Quote - East of the Intracoastal Only

ADDRESS IDENTIFICATION, COMPLIANCE MONITORING, & RENTAL ACTIVITY REPORTING	Price
- Estimated 1300 properties - Identify property & address - Identify property owner address - Real-time reporting of all new listings & frequent calendar monitoring 10,000+ Websites monitored Daily, worldwide - FutureCast™ - Identify future bookings as they are made on the rental platform - See page 49 – The Rentalscape Portal	\$45,500 Annually
OUTREACH CAMPAIGN	
- Letter campaign to inform STR illegal operators regarding compliance requirements and procedures - All letter templates will receive County approval pre-campaign - Campaign includes one Introductory letter and two additional escalation letters - See page 53 – Letter Campaign	\$5,000
STR REGISTRATION PORTAL	
- Online, intuitive portal for registration and renewal - Fields configurable to meet County needs - Identify properties that need registration fee - Provide daily reports on new and modified registrations - See page 54– Registration Portal	\$5,000
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
24/7 US bilingual (upon request) call center with live agents – Classic - Online complaint form (Complaint Form only \$2,000) - See page 57 - 24/7 Complaint Line & Online Form	\$4,000
REPORTING & ANALYSIS	
- On Demand, Dynamic reporting, offering multiple ad hoc reports - Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
- Single Point of Contact for County staff for all matters - Ensures the County is following Industry best practices - Shepherds the implementation process from start to finish - Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
- No limit on the number of Rentalscape user accounts - No per-session training costs - Single Sign-On (SSO) available - Dedicated client support staff available to assist with costumer request	INCLUDED
TOTAL YEAR ONE	\$59,500
TOTAL YEARS TWO-FIVE	\$62,475/ year

Note: Pricing valid for 90 days
Note 2: Pricing Confidential

Product Information

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for County staff to track STR properties, monitor STR activity, manage STR registrations, and record information about properties. The data in the system is constantly updated as new properties are discovered and addresses are identified, new registration applications are made, and registrations are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the County **covering at least the last 12 months**. We use U.S. Census data to identify County limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the County until they are accurately identified. Occasionally, an STR listing's estimated location falls outside the County, but once the actual address is identified, it is confirmed to be inside the County.

Rentalscape displays:

1. Any registered STR property
2. Any property with a currently live STR listing
3. Any property that is currently compliant/non-complaint
4. Any property with a past or future STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA) and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 10 below is an example of a property displayed in Rentalscape. Note that the calendar shows not only booked dates but also differentiates between separate bookings, displaying the nightly rate and the date each booking was made. Additionally, note that the booking from September 2 and 9 of 2025 was made on April 22, 2025.

The information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Residential type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per St. Johns County ordinance

Listing Characteristics

1. Listing URL for each listing associated with each specific property
2. Listing ad ID for each listing associated with each specific property
3. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (frequently updated calendar)
4. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
5. Host name (when available)
6. Stay limitations (minimum/maximum)
7. Registration/license number if included in the listing
8. Daily Rental rate at time of booking
9. Rental frequency
10. Individual links to all active listing for the property
11. **PDF copy of each listing, as well as a history of all previous versions of the listing**, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
12. Rental type (Whole home, shared home)
13. Bedrooms and bathrooms advertised
14. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

1. Occupancy rate
2. Estimated rental income
3. Estimated tax

As shown below (Figure 10), for each property, Rentalscape presents all available data for each property on the property detail screen, starting with a compliance box that highlights any detected violations.

Rentalscape is configured to match the County's ordinance and is capable of flagging violations following the County's exact rules, including, but not limited to, advertised occupancy versus permitted occupancy. Rentalscape looks for bookings less than 29 days/28 nights when flagging STRs. When bookings exceed 29 days, they are correctly categorized as long-term rentals and do not cause the property to be treated as an STR.

Rentalscape actively monitors registration status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as 'no longer listed' or 'only performing long-term rentals,' only for those properties to re-list or take a short-term rental booking, which is subsequently missed by these other vendors, violating the County's ordinance. **Rentalscape continuously monitors every listing every day**, including bookings up to a year in advance. As soon as an unpermitted booking is made, Rentalscape sets a violation.

[Overview](#) [Potential Violations](#) [History](#) [Activity Feed](#)


1 49 Corunna St Saint Augustine FL 32084

Possible Violations (0)

We found no violations for this property

License Information

STR License STR22-00645

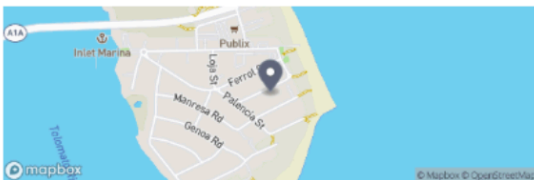
[All \(4\)](#) [Vrbo \(2\)](#) [Airbnb \(2\)](#)

2 Airbnb 44373261

[Dispute Address](#) [History](#) 3 [Live Listing](#)

4 Host elite vacation rentals Bedroom advertised 4
STR License displayed No 5 Occupancy advertised 8
Unit type Full Unit Rental Structure Main Structure
First seen 2020-07-21

Location



Property Details

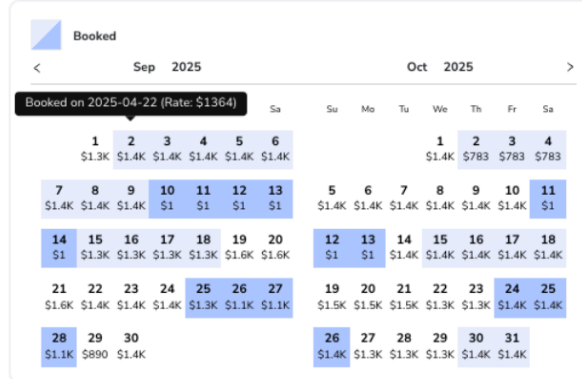
APN Owner 6

Room N/A N/A

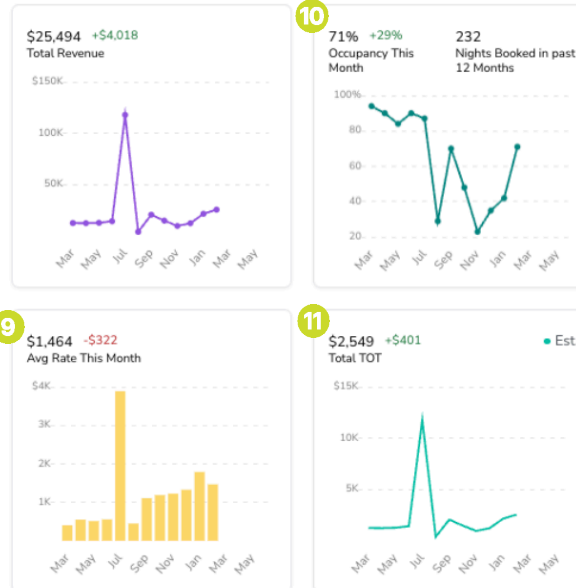
First identified date 1 2025-03-12

7 Owner address:

8 Booking Activities



Aggregate Statistics



1 STR ADDRESS

2 PLATFORM ID

3 LINK TO LIVE AD

4 HOST NAME

5 OCCUPANCY

7 OWNER ADDRESS

8 ACTIVITY: • OCCUPANCY • COST • BOOKINGS

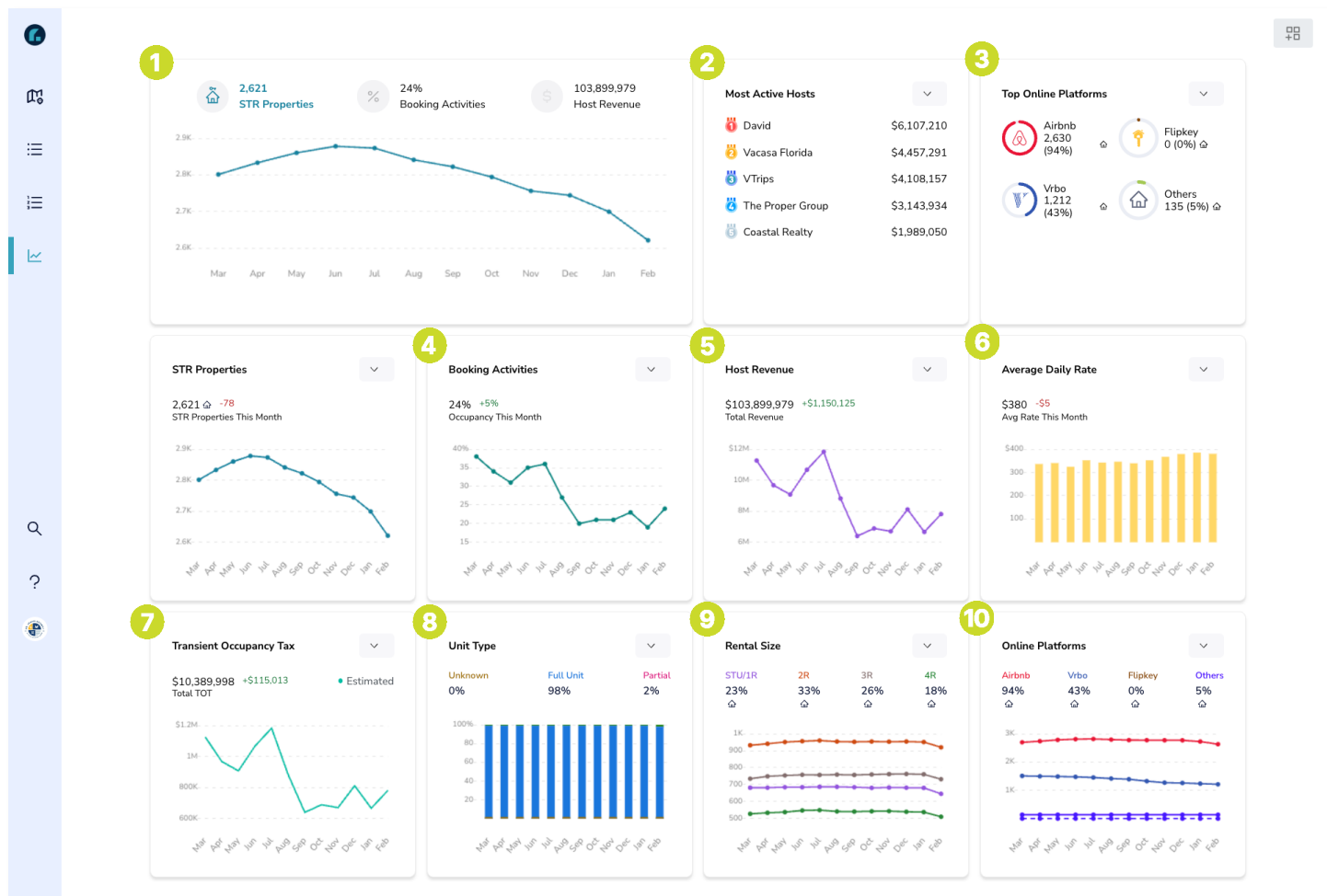
9 NIGHTLY BOOKING RATE

10 RENTAL ACTIVITY

11 ESTIMATED LODGING TAX

Figure 10: Rentalscape STR Property Details for 49 Corunna St, Saint Augustine, FL

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the County. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 11 below as an example of St. Johns County Dashboard. Please note that some charts will not be activated until we go live in St. Johns County.



- | | |
|----------------------|-------------------------|
| 1 STR PROPERTIES | 7 ESTIMATED TAX REVENUE |
| 2 MOST ACTIVE HOSTS | 8 UNIT TYPE |
| 3 TOP PLATFORMS | 9 RENTAL SIZE |
| 4 BOOKING ACTIVITIES | 10 ONLINE PLATFORMS |
| 5 HOST REVENUE | |
| 6 AVERAGE DAILY RATE | |

Figure 11: Rentalscape St. Johns County Dashboard Example

Letter Campaign for STR Hosts

Rentalscape will create and send letters to all identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by St. Johns County staff before the mailings begin.

Rentalscape's targeted letter campaign, strategically timed to generate the best results, has proven highly effective in reducing the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California used Rentalscape to identify a single property where taxes due exceeded \$50,000.

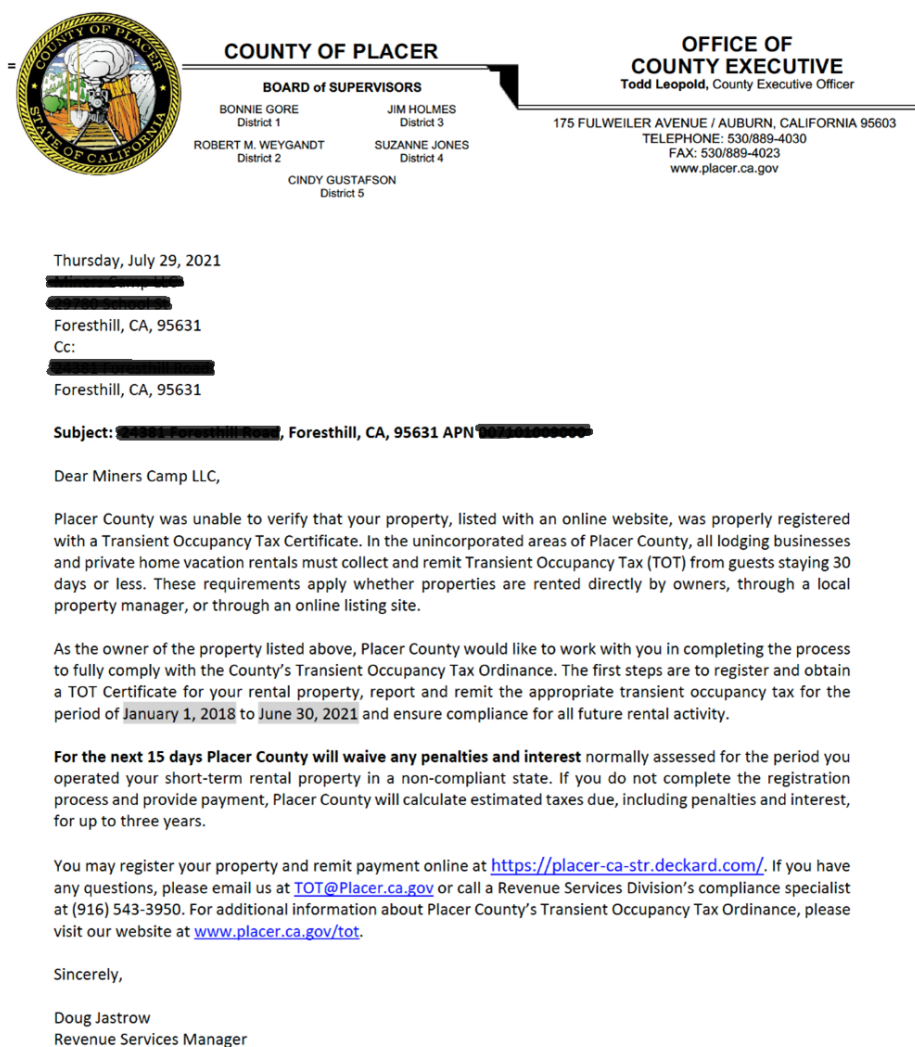


Figure 12: Rentalscape Placer County Complaint Letter

STR Registration & Renewal Portal

The STR Registration and Renewal Portal - [Web-based and Mobile-enabled Online] is an intuitive, user-friendly, and fully configurable system for STR registration. This portal allows STR owners and property managers to register their short-term rental properties with minimal effort. The portal is designed to accommodate both small single-property operators and large property managers with multiple properties.

The STR registration portal syncs all data with the local jurisdiction's Assessor Parcel Number, ensuring that only properties with parcels in your community can register. This eliminates the need for activation codes or support from County/Vendor. However, if assistance is needed, the Deckard team is always available to provide support to the property manager or property owner as needed.

The STR registration portal also tracks properties leveraging GIS shape files, allowing specific neighborhoods or residential zones to be included or excluded from the ability to register, even identifying exempt properties. The registration system can be configured to accept affidavits of compliance, copies of insurance coverage, any documents required, acknowledgment of the submission of a tax registration forms to County, along with any other configuration or affidavit necessitated by the County.

Case Study



Placer County, CA, has over **5,000** short-term rental properties with more than **11,000** STR listings associated with them. The simplicity of the [Rentalscape Registration Portal](#) enabled the Deckard Technologies team, on behalf of Placer County, to identify, conduct outreach, and register over **5,000** properties in under four weeks with minimal need for human interaction.

Configuration of this portal to include St. Johns County branding.

- Adding custom fields such as occupancy rules specific to the County (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR registration pricing and expiration
- Collection of any STR registration fees
- Regular reporting

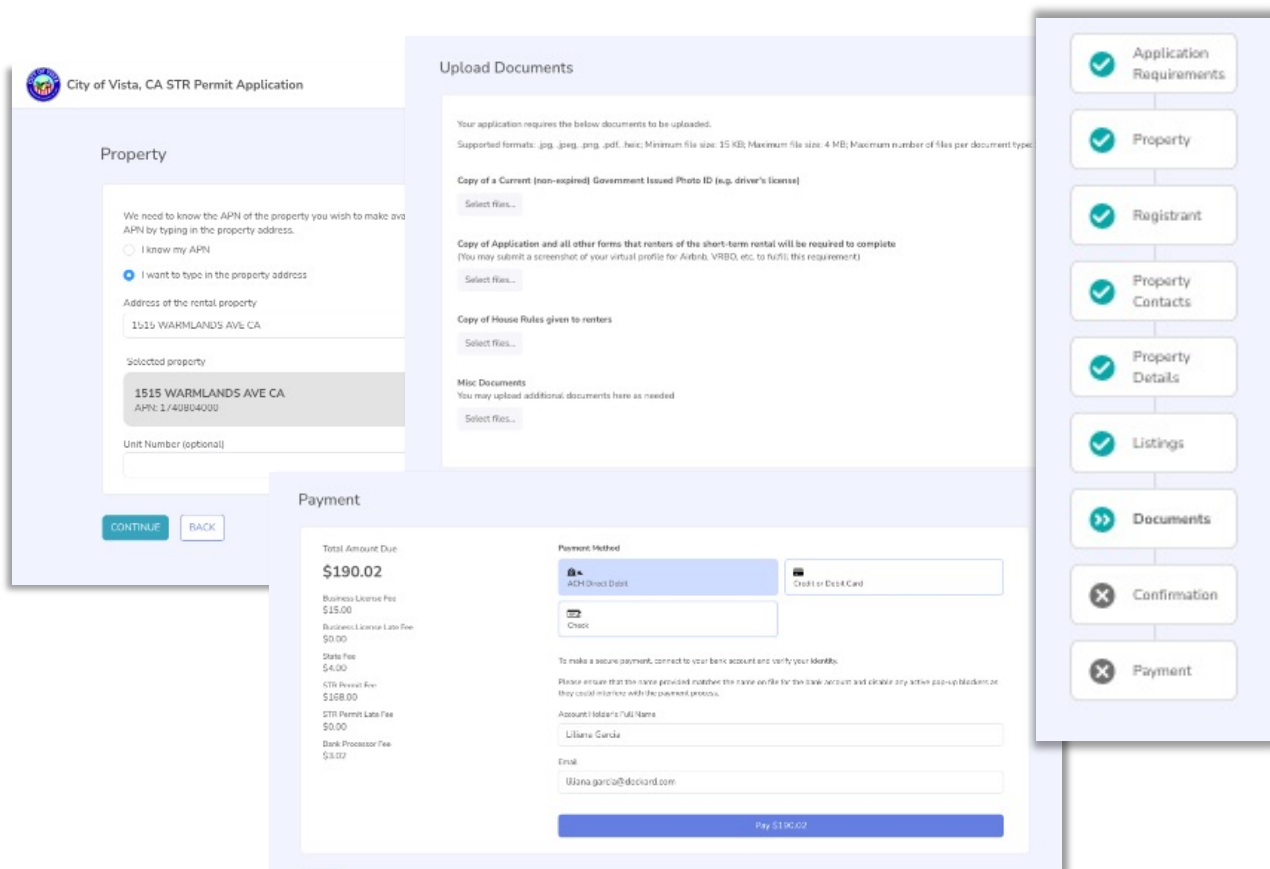
Rentalscape STR Registration collects registration fees via the Full Pay secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the County wish to individually approve each STR registration (some of our clients automatically issue STR registrations once payment is received, while others individually approve registrations), the **Rentalscape**

Registration Management portal allows County staff to view and then approve or reject registration applications. In addition, the portal can be used to suspend or revoke registrations when operators are not in good standing.

The **Rentalscape Registration portal** also allows STR operators to update contact details for themselves, their property managers, and their local contacts. Rentalscape sends an email notification to both the applicant and the County for each new application received and every registration approved. Additionally, Rentalscape generates a daily report containing the status and details of all registrations.

The Rentalscape staff will work with St. Johns County to configure the registration system as needed.



The figure displays three overlapping screenshots of the Rentalscape STR Registration System interface, along with a vertical progress bar on the right.

Property Section: Titled "City of Vista, CA STR Permit Application". It asks for the property address. The user has selected "I want to type in the property address" and entered "1515 WARMLANDS AVE CA". The system has identified the property as "1515 WARMLANDS AVE CA" with APN "1740804000". A "Unit Number (optional)" field is also present. Buttons for "CONTINUE" and "BACK" are at the bottom.

Upload Documents Section: Titled "Upload Documents". It lists required documents: "Copy of a Current (non-expired) Government Issued Photo ID (e.g. driver's license)", "Copy of Application and all other forms that renters of the short-term rental will be required to complete", "Copy of House Rules given to renters", and "Misc Documents". Each item has a "Select Files..." button.

Payment Section: Titled "Payment". It shows a "Total Amount Due" of "\$190.02". The breakdown is: Business License Fee (\$15.00), Business License Late Fee (\$0.00), State Fee (\$4.00), STR Permit Fee (\$168.00), STR Permit Late Fee (\$0.00), and Bank Processor Fee (\$3.02). The "Payment Method" is set to "ACH Direct Debit". A "Check" option is also available. Below, there are fields for "Account Holder's Full Name" (Liliana Garcia) and "Email" (liliana.garcia@dockand.com). A "Pay \$190.02" button is at the bottom.

Progress Bar: A vertical bar on the right side of the interface shows the progress of the registration process. It includes steps: "Application Requirements" (checked), "Property" (checked), "Registrant" (checked), "Property Contacts" (checked), "Property Details" (checked), "Listings" (checked), "Documents" (active, indicated by a double arrow), "Confirmation" (not completed, indicated by an X), and "Payment" (not completed, indicated by an X).

Figure 13: Rentalscape STR Registration System

Registration Management Option

The Rentalscape County Registration Management portal allows County staff with comprehensive tools to manage short-term rental (STR) registrations and applications. Through the portal, staff can view registrations, update registration statuses (approve, deny, or revoke), and add notes. Each STR registration is automatically linked to identified STR listings that match the registration address, with accuracy ensured using APNs and unit numbers.

The ability to track registrations effectively is crucial for managing a successful STR program. This functionality is an integral part of our registration portal, streamlining the oversight of registrations and enhancing the overall efficiency of program administration.

464 Whipporwill

STR License

Current

License number

002390

License holder

Issue date

2024-09-01

Expiration date

2025-09-02

>

Collapse details

Current

Withdrawn

Revoked

Suspended

Send license

Edit

License settings

Permit Held By

Property manager

Possible Violations

We found no violations for this property

Add Note

Talked to owner. Tennant Notice is in place and back-taxes have been remited.

Add

Permit Holder

First Name

Last Name

Phone Number

Email

Property Manager

First Name

Last Name

Phone Number

Email

Property Owner(s)

Property Owner #1

First Name

Last Name

Phone Number

Email

Responsible Operator Contact

Figure 14: Rentalscape Registration Details Screen showing notes, registration status and details of all registrations

56

24/7 Complaint Line & Online Form

The Rentalscape 24/7 Complaint Line is available to field complaints from the public related to short-term rentals. The Complaint Line operates 24/7 with live, U.S.-based bilingual call takers. The call taker collects the necessary information (e.g., address, property owner, type of incident, date of incident, etc.) and contacts the designated County contact and/or the emergency contact for the owner/host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

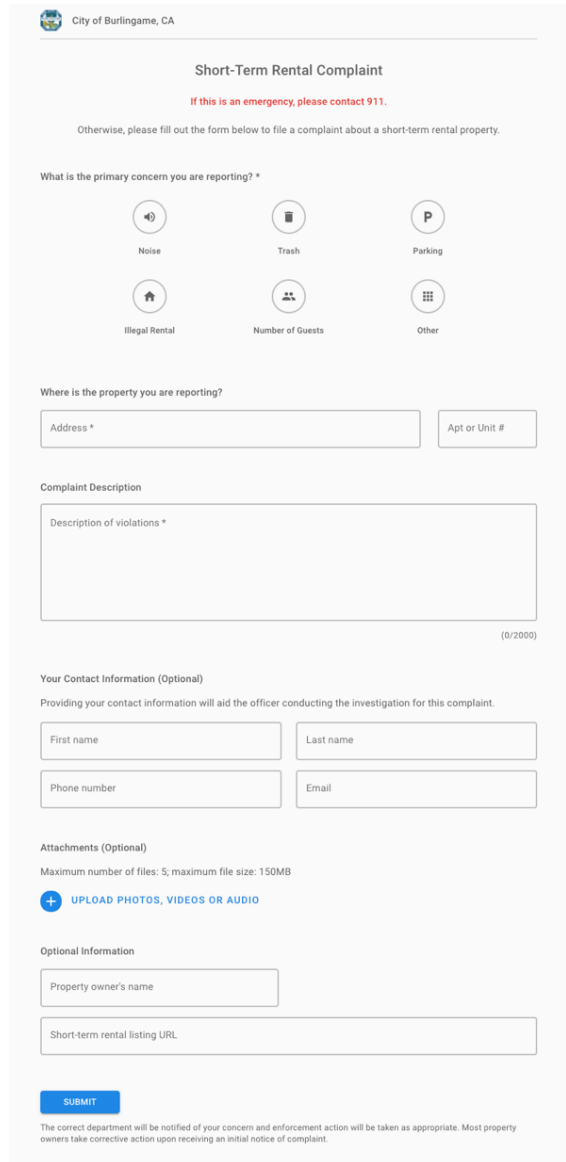


Figure 15: Rentalscape Online Complaint Form

Complaint Line services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local city contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Service Level Agreement

At Deckard, we develop reliable and safe systems. We want our government clients and their constituents to have confidence that our systems are available, reliable, accurate and safe. We have our core security, dev-ops and development teams on call 24/7 in the unlikely event a breach or outage occurs. We audit access, and test system integrity on a daily basis.

This SLA defines the terms, conditions, and expectations for the response and resolution of customer service-related issues and critical incidents (bugs) encountered by the Customer when using the software provided by Deckard Technologies.

Severity Level and Response Targets

Severity Level	Description	Response Target	Resolution Plan with Timeline
Priority 0 (P0)	Total loss of system functionality. Indications of a security incident	Within 15 minutes *For registration and tax payment systems within 1 hour the site will be replaced with a message explaining the situation	Within 8 business hours
Priority 1 (P1)	Significant loss of functionality, e.g. a significant portion of users are unable to login or pay.	Within 2 Business Hours	Within 8 business hours
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 1 Business Day	Within 1 Business Day
Priority 3 (P3)	Non-critical, short-term issues affecting a small segment of users, along with non-urgent administrative inquiries	Within 2 Business Days	Within 2 Business Days

Resolution Time:

- The Provider is committed to resolving confirmed critical, severity one incidents (including complete service outage or a loss of essential functionality) as soon as possible, with an expected resolution by the start of the next business day (after incident confirmation).
- Resolution times for confirmed non-critical issues may vary depending on the complexity and impact of the issue and will be determined on a case-by-case basis.

Reporting Issues

- The Customer shall report P1 and below through this designated email: rentalscape.support@deckard.com
- Critical P0 issues shall be reported by phone; additional contacts to be provided.
- These reports should include a detailed description of the issue, including any relevant documentation, screenshots, or error messages.

Attachments

Completed County Forms

RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING AND COMPLIANCE SERVICES

ATTACHMENT "A" AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Deckard Technologies, Inc. (Proposer) being of lawful age and being duly sworn I, Thomas E. Hemmings (Affiant) as CFO (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

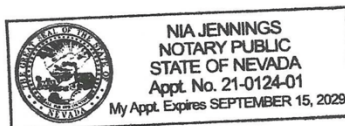
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of MARCH 23, 2026.

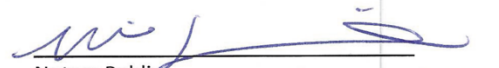

Signature of Affiant

STATE OF nevada

COUNTY OF clark

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2026, by Affiant, who is personally known to me or has produced NV DL as identification.




Notary Public
My Commission Expires: 09-15-2029

**RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES**

**ATTACHMENT "B"
PROPOSAL AFFIDAVIT**

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Thomas E. Hemmings (Affiant) who, being duly sworn, deposes and says he/she is CFO (Title) of Deckard Technologies, Inc. (Proposer) submitting the attached proposal for the services covered by the RFP documents for **RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING AND COMPLIANCE SERVICES**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Proposer has no financial interest in the firm of another Proposer for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

DECKARD TECHNOLOGIES, INC.

(Proposer Firm)

By [Signature]

(Affiant Signature)

THOMAS E. HEMMING CFO

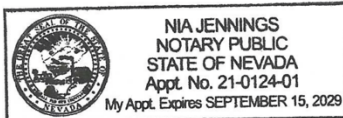
(Printed Name & Title)

MARCH 23, 2026
Date of Signature

STATE OF nevada

COUNTY OF Clark

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2026, by Affiant, who is personally known to me or has produced NV DL as identification.



[Signature]
Notary Public
My Commission Expires: 09-15-2029

**RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES**

**ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM**

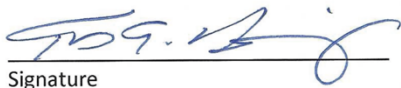
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Deckard Technologies, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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


Signature

3/23/2026
Date

**RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES**

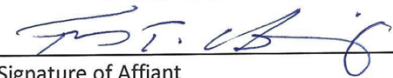
**ATTACHMENT "E"
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

I, Thomas E. Hemmings (Affiant), being duly authorized by and on behalf of Deckard Technologies, Inc.
(Proposer) hereby swears or affirms as follows:

1. Proposer understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 2781 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Proposer shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 23RD day of MARCH, 2026.



Signature of Affiant

Thomas E. Hemmings

Printed Name of Affiant

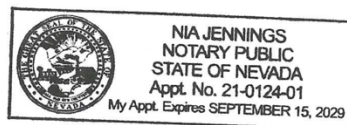
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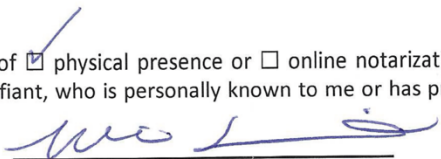
Printed Title of Affiant

Deckard Technologies, Inc.

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
23 day of March, 2026, by Affiant, who is personally known to me or has produced
NV DL as identification.





Notary Public
My Commission Expires: 09-15-2029

**RFP 2781; SHORT-TERM VACATION RENTAL (STVR) REGISTRATION, MONITORING
AND COMPLIANCE SERVICES**

**ATTACHMENT "G"
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES**

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Respondent, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

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

DATED this 23RD day of MARCH, 2026.



Signature of Affiant

Thomas E. Hemmings

Printed Name of Affiant

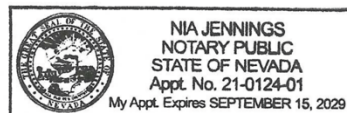
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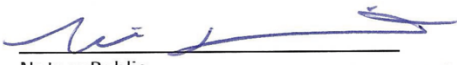
Printed Title of Affiant

Deckard Technologies, Inc.

Full Legal Name of Respondent

State of Nevada carry clone
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
23 day of MARCH, 2026, by Affiant, who is personally known to me or has produced _____
NV DC as identification.





Notary Public
My Commission Expires: 09-15-2029

ATTACHMENT "I"
ACKNOWLEDGEMENT OF ADDENDA

[illegible]

Trade Secrets

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

BEFORE ME, the undersigned authority, personally appeared Thomas Hemmings, who, being first duly sworn, deposes and says:

I am an officer of Deckard Technologies, Inc. (hereinafter "the Firm"). I am authorized to bind the Firm and make this Affidavit on its behalf.

This Affidavit is submitted in conjunction with the Firm's proposal for REQUEST FOR PROPOSALS RFP NO: 2781 to invoke the provisions of Section 812.081, Florida Statutes, and other applicable laws regarding trade secrets.

The Firm has expressly marked certain portions of its proposal as "Trade Secret." This specifically includes, but is not limited to:

The "Relevant Experience within the last five (5) years" list;

Proprietary technical methodologies, data processing workflows, and any other pages or digital files specifically watermarked or labeled as "Trade Secret" or "Confidential."

Legal Justification: The information identified above constitutes a "Trade Secret" as defined by Section 812.081(1)(c), Florida Statutes, and Section 688.002, Florida Statutes. Specifically:

This information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The "Relevant Experience" list and associated proprietary data represent Deckard Technologies, Inc.'s strategic market positioning and client-specific solutions that, if disclosed, would provide competitors with an unfair advantage and cause the Firm irreparable economic harm.

Deckard Technologies, Inc. takes reasonable and active steps to maintain the secrecy of this information, including internal access controls and the explicit marking of these documents as confidential for this submission.

In accordance with Section 119.071(1)(f), Florida Statutes, the Firm asserts that these trade secrets are exempt from public records disclosure. The Firm requests that the receiving agency protect this information from disclosure to any third party or member of the public.

FURTHER AFFIANT SAYETH NAUGHT.

Thomas Edward Hemmings

Thomas Hemmings CFO
Deckard Technologies, Inc.

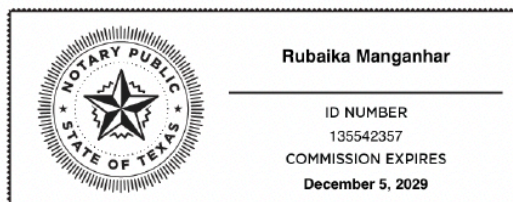
NOTARY ACKNOWLEDGMENT

State Of Texas County Of Hidalgo

The foregoing instrument was sworn to and subscribed before me by means of [] physical presence or [✓] online notarization, this 27th day of March, 2026, by Thomas Hemmings, who is personally known to me or has produced DRIVER LICENSE as identification.


Notary Public, State of Texas

My Commission Expires: 12/05/2029



Electronically signed and notarized online using the Proof platform.

AGENDA ITEM NO. 7.6

ACTION ITEM

APPROVAL OF

Agreement to Utilize (Piggyback) Existing Contract for Services with Waste Pro of Florida, Inc, for the Collection, Hauling, and Recycling of Recyclable Materials from Residential and Multifamily Units.

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 7.6

ORIGINATED BY: Robin Gomez, Administrative Director

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: **Agreement to Utilize (Piggyback) Existing Contract for Services with Waste Pro of Florida, Inc, for the Collection, Hauling, and Recycling of Recyclable Materials from Residential and Multifamily Units.**

BACKGROUND:

In December 2018, the City of Indian Rocks Beach City Commission approved an exclusive residential recycling service contract with Waste Connections of Florida, Inc., to collect, process, and dispose of all recyclable materials from all residential units within the city limits for an initial term (period) of four (4) years beginning Jan 1, 2019, and concluding on Dec 31, 2022, with two additional two (2) year extensions through Dec 31, 2026 (both approved by City Commission as amendments 1 and 2 on Nov 2022 and June 2024).

ANALYSIS:

As the current recycling services agreement is set to expire, the City is recommending utilizing (piggybacking) an existing recycling services agreement with Waste Pro of Florida, Inc. (contractor) that would begin Jan 1, 2027. The contractor originally adopted an agreement for the Collection, Hauling, and Recycling of Recyclable Materials from residential and multifamily units with the City of Madeira Beach, FL, dated January 1, 2023, for a five (year) term concluding on Dec 31, 2027, with two (2) one (1) year extensions thereafter. Waste Pro is agreeing to extend the pricing, terms, and conditions of that agreement through Dec 31, 2027, to the City of Indian Rocks Beach. Should the City of Madeira Beach agree to extend as indicated, the City of Indian Rocks Beach would be able to proceed with a similar extension (if approved by the IRB City Commission at that time).

Additional agreement details by/with Waste Pro:

1. Coordinate the removal and replacement of all recycling carts (previously provided by Waste Connections), likely in the middle to end of December 2026.
2. Weekly Wednesday residential and multi-family curbside collection (no change from current processes).

3. Provide educational materials and information on proper recycling items and methods, such as 'stickers' on the recycling carts/containers.
4. Provide a monthly billing invoice to the City for all locations serviced
5. City will continue utilizing the bi-monthly billing through Pinellas County utilities-no change from current processes to all City customers.
6. No changes will be made to the existing 4 recycling drop-off locations.

FINANCIAL IMPACT:

Our current monthly rate structure (that the City bills) that includes both the solid waste and the recycling costs/fees:

SINGLE unit rate is two times per week, per month, billed every other month							
	Rate		Unit Fee	# of Units	Amount Per Month		Amount Per Billing
Single Unit	\$ 29.56		\$ 10.99				
	\$ 29.56		\$ 10.99	1	\$ 40.55		\$ 81.10
MULTI unit rate is two times per week, per month, billed every other month							
	Rate		Unit Fee	# of Units	Amount Per Month		Amount Per Billing
Multi Family	\$ 28.10		\$ 10.99				
	\$ 112.40		\$ 43.96	4	\$ 156.36		\$ 312.72

The residential per unit (1 single family home) recycling rate that Waste Pro will bill the city will be \$12.27, which is \$0.20 less than the current rate of \$12.47. The above single unit billed by the city will remain unchanged.

The multi-family recycling rate that Waste Pro will bill will vary based on the number of carts and collections at each service location. The current rate for unlimited carts is \$134.17 per month, which will on average increase to \$175 per month. The City will review these rates based on actual usage for any future adjustments as well as separately identify (in the rate) the solid waste and recycling rate (rather than one inclusive rate).

MOTION:

APPROVE agreement to Utilize (Piggyback) Existing Contract for Services with Waste Pro of Florida, Inc, for the Collection, Hauling, and Recycling of Recyclable Materials from Residential and Multifamily Units

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

This Piggyback Agreement (this “Agreement”) is made by and between **Waste Pro of Florida, Inc.**, a Florida corporation, with its principal offices located at 2101 W SR 434, 3rd Floor, Longwood, FL 32779 (“Contractor”) and **City of Indian Rocks Beach**, a Florida municipality, with offices at 1507 Bay Palm Blvd., Indian Rocks Beach, FL 33785 (“City”). Contractor and City may be referred to collectively as the “Parties” or individually as a “Party.” This Agreement will become effective as of the last signature date below (the “Effective Date”).

WHEREAS, Contractor entered into an Exclusive Franchise Agreement for the Collection, Hauling and Recycling of Recyclable Materials from Residential and Multifamily Units in the City of Madeira Beach, Florida, dated January 1, 2023, with the City of Madeira Beach, Florida (“Madeira Beach”), a Florida municipality, which agreement was awarded following Madeira Beach’s Request for Proposal No. 2022-02, Citywide Recycling Collection and Processing Service (together with its Addenda No. 1 through 4, the “RFP”), pursuant to which sealed proposals were received and publicly opened on September 9, 2022, and which agreement was approved by the Madeira Beach Board of Commissioners on November 9, 2022, a copy of which is attached hereto as **Exhibit “A”** (the “Underlying Contract”); and

WHEREAS, Contractor agrees to extend the pricing, terms, and conditions of the Underlying Contract to the City pursuant to Section 30 of the Underlying Contract, which provides that “[u]pon mutual consent of Service Provider, the Service provider agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein;” and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit “A” to this Agreement, and all of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties; and

WHEREAS, Section 2-332(b)(1) of the City of Indian Rocks Beach Code of Ordinances (the “Code”) provides that the City is not required to seek bids or quotes for purchases or contracts bid by another governmental agency, and the City has found that the Underlying Contract was competitively procured by Madeira Beach, that the services and prices thereunder are reasonable and in the best interest of the City, and has approved this Agreement pursuant to Code Section 2-332(b)(1) and (c).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Performance of the Services. The Contractor shall provide to the City the same Services, as defined in Section 3.A of the Underlying Contract, as are provided to Madeira Beach, in accordance with the terms and conditions of the Underlying Contract as modified by this Agreement, commencing on _____, 2026__ (the “Commencement Date”).

References in the Underlying Contract to the “City” or the “City of Madeira Beach” in its capacity as franchisor, customer, or recipient of the Services shall, for purposes of this Agreement, mean the City of Indian Rocks Beach; provided, however, that the notice, public records, billing commencement, and signature provisions of this Agreement shall control over the corresponding provisions of the Underlying Contract. The City assumes no obligation of Madeira Beach, and Madeira Beach assumes no obligation of the City, under the Underlying Contract.

3. Rates; Billing. The rates payable by the City shall be the rates then in effect under Sections 5 and 6 of the Underlying Contract as of the Commencement Date, as set forth in **Exhibit “B”**, and shall be adjusted only by the CPI-U adjustment provided in the Underlying Contract, effective each January 1 following the Commencement Date, and by any adjustment approved by the City Commission under Section 29 of the Underlying Contract. Contractor shall deliver its first Monthly Statement on or before the first day of the month following the first full month of Services, and the City shall remit payment in accordance with Section 12 of the Underlying Contract and the Local Government Prompt Payment Act, subject to annual appropriation by the City Commission.
4. Franchise Scope. The exclusive franchise granted to Contractor under this Agreement is limited to the collection, hauling, and recycling of Recyclable Materials from single-family and multifamily residential properties within the City, consistent with Fla. Stat. § 403.7046(2)(d), and Contractor is designated the City’s authorized recycling collector for purposes of Chapter 50 of the Code. Nothing in this Agreement grants Contractor any exclusive right as to commercial establishments.
5. Notices. All notices given pursuant to this Agreement shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

City:

City of Indian Rocks Beach
Attn: City Manager
1507 Bay Palm Boulevard.
Indian Rocks Beach, FL 33785

Contractor:

Waste Pro of Florida, Inc.
Attn: Robert TenHaaf, Division Vice President
2101 W SR 434, 3rd Floor
Longwood, FL 32779

6. Incorporation by reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the Underlying Contract; (ii) the RFP; and (iii) the Contractor’s proposal submitted to Madeira Beach in response to the RFP. Notwithstanding any term in the Underlying Contract to the contrary, in the event of any irreconcilable conflict, this Agreement shall prevail over all incorporated documents, and thereafter the terms in the earlier-listed document shall prevail over conflicting terms in a subsequently listed document.
7. Language Revisions/Substitutes. Section 26 (Notices), Section 27 (Attorney Fees), and Section 33 (Public Records) of the Underlying Contract are superseded by Sections 5, 18, and 12 of this Agreement, respectively, and Section 25 of the Underlying Contract is modified so that exclusive venue lies in the state courts located in Pinellas County, Florida.
8. Other Provisions Unchanged. Except as modified by this Agreement, all other provisions in the Underlying Contract are fully binding on the Parties and will constitute the agreement between the Parties.

9. Term; Termination. The term of this Agreement shall begin on the Effective Date and shall expire on December 31, 2027, consistent with Section 9 of the Underlying Contract. This Agreement may be renewed for up to two (2) successive one (1) year periods only by written amendment approved by the City Commission and executed by both Parties, and no renewal shall extend beyond the term of the Underlying Contract as renewed by Madeira Beach unless the City Commission separately approves. The City may terminate this Agreement (a) without cause upon ninety (90) days' written notice; (b) for cause upon thirty (30) days' written notice if Contractor fails to cure a material default within such period; (c) upon expiration or termination of the Underlying Contract; or (d) if funds are not appropriated by the City Commission. The City shall be liable only for Services rendered through the effective date of termination.
10. Venue. The Parties agree that exclusive venue for any litigation arising from this Agreement shall be in the state courts located in Pinellas County, Florida.
11. Sovereign Immunity. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability contained in Fla. Stat. § 768.28.
12. Compliance with Public Records Law. Contractor shall comply with the requirements of Chapter 119, Florida Statutes, and specifically Fla. Stat. § 119.0701, as applicable to service providers contracting with public agencies. Contractor specifically agrees to:
- (a) Keep and maintain public records required by the City to perform the Services.
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following termination of this Agreement if the Contractor does not transfer the records to the City.
 - (d) Upon termination of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon termination of this Agreement, 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 termination of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LORIN A. KORNIJTSCHUK AT (727) 595-2517 OR LORINK@IRBCITY.COM OR CITY CLERK – CITY OF INDIAN ROCKS BEACH, 1507 BAY PALM BLVD., INDIAN ROCKS BEACH, FLORIDA 33785.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
14. Entire Agreement. This Agreement, together with the Underlying Contract attached as Exhibit A and the Rate Schedule attached as Exhibit B, contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties and approved by the City Commission.
15. Insurance. Before the Commencement Date and throughout the term, Contractor shall maintain insurance in at least the types and amounts required by Section 20 of the Underlying Contract, and shall furnish the City certificates of insurance naming the City, its officers, and employees as additional insureds (except for workers' compensation) and providing thirty (30) days' prior written notice of cancellation.
16. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or its employees, agents, or subcontractors in performing this Agreement. This obligation is not limited by the amount of insurance and survives termination. Nothing herein waives the City's sovereign immunity under Fla. Stat. § 768.28.
17. Statutory Compliance. Contractor shall (a) register with and use the E-Verify system in accordance with Fla. Stat. § 448.095, obtain from each subcontractor the affidavit required thereby, and acknowledge that the City may terminate this Agreement for violation of that section; (b) deliver to the City, at execution and upon any renewal or extension, an affidavit pursuant to Fla. Stat. § 787.06(13) attesting that Contractor does not use coercion for labor or services; and (c) deliver to the City a sworn statement under Fla. Stat. § 287.133 and a drug-free workplace certification, each addressed to the City.
18. Attorney Fees. Each Party shall bear its own attorneys' fees and costs in any dispute arising under this Agreement, except as otherwise required by law, including Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Indian Rocks Beach, Florida

Waste Pro of Florida, Inc.

By: _____
Lan Vaughn, Mayor

By: _____
Robert TenHaaf, Division Vice President

ATTEST

Lorin A. Kornijtschuk, CMC Date
City Clerk

Matthew E. Maggard Date
City Attorney

**EXCLUSIVE FRANCHISE AGREEMENT FOR THE
COLLECTION, HAULING AND RECYCLING OF
RECYCLABLE MATERIALS FROM
RESIDENTIAL AND MULTIFAMILY UNITS**

IN THE CITY OF MADEIRA BEACH, FLORIDA

JANUARY 1, 2023

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND RECYCLING OF
RECYCLABLE MATERIALS FROM RESIDENTIAL AND
MULTIFAMILY IN THE CITY OF MADEIRA BEACH,
FLORIDA, COUNTY OF PINELLAS, STATE OF FLORIDA

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2023, by and between **Waste Pro Florida, Inc.**, a Florida corporation registered to do business in Florida (the "Service Provider"), and the **City of Madeira Beach, Florida** (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle Recyclable Materials from Residential Units (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS

For the purposes of this contract, the following terms, as used herein, will be defined as follows:

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the city.

The following days are annual Holidays and not business days:

- (1) New Year's Day
- (2) Independence Day (July 4th)
- (3) Thanksgiving Day
- (4) Christmas Day (December 25th).

Multifamily Residential Unit - Any residential dwelling structure comprised of **five (5) or more contiguous or separate residential dwelling units** that generates and accumulates Recyclable Materials and **shall be billed as one Multifamily Residential structure**. (See Section 5(b)).

Recyclable Materials – Materials outlined in the RFP document as acceptable. Acceptable items list may be revised by the processing facility (with City's approval), as market conditions change.

- (a) Cardboard (flattened), and paper (newspapers, magazines, catalogs, mail, paper bags or other paper);
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal food and beverage containers composed of tin, steel or aluminum (excluding scrap metal); and

(d) Plastic bottles and jugs including all of the types designated as #1 and #2.

Recycling Cart (Single-Family) A receptacle with sixty-four (64) gallons of capacity provided to Single-Family Residential Units in the City by the Service Provider for the collection of Recyclable Materials.

Recycling Cart (Multi-Family) — A receptacle with ninety-six (96) gallons of capacity provided to Multi-Family Residential Units in the City by the Service Provider for the collection of Recyclable Materials.

Residential Unit— Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Single-Family Residential Unit - Any residential dwelling structure comprised of four (4) or less contiguous or separate residential dwelling units that generates and accumulates Recyclable Materials, except that each single-family dwelling unit within such residential dwelling structure shall be billed separately as a Single-Family Residential Unit (See Section 5(a)).

SECTION 2. EXCLUSIVE FRANCHISE GRANT

The City hereby grants to the Service Provider, in accordance with state statutes and the City's ordinances and regulations governing the collection, hauling, and recycling of Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle of Recyclable Materials from Residential Units over, upon, along and across City's present and future streets, alleys, bridges and public properties. Should either the City or Service Provider become aware of another company providing services in conflict with this exclusive grant, the City agrees to take all necessary steps to enforce the rights of the Service Provider granted hereunder.

SECTION 3. OPERATIONS

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle (at a facility designated by the Service Provider) all Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Recycling Carts by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling of Recyclable Materials, the title to all Recyclable Materials collected by the Service Provider from Residential Units located within the City's corporate limits. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Carts, and (ii) such Recycling Carts are within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

- B. Multi-Family Residential Units. The Service Provider will collect Recyclable Materials from Multi-Family Residential Units as requested each week and as provided for in Section 5.B. hereof; provided, that (i) such Recyclable Materials are placed in Recycling Carts, and (ii) such Recycling Carts are placed within five (5) feet of the curbside or right of way adjacent to the Multi-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.
- C. Contamination. The Service Provider shall only be responsible for collecting, hauling and recycling Recyclable Materials placed inside the Recycling Carts provided by the Service Provider. Recyclable Materials in excess of the Recycling Carts' limits or placed outside or adjacent to the Recycling Carts, will not be collected by the Service Provider. The Service Provider may refuse to service any Recycling Cart that contains items other than Recyclable Materials. In the event a Recycling Cart is not serviced due to such Recycling Cart containing items other than Recyclable Materials, the Service Provider shall leave a tag on the Recycling Cart explaining why the Recycling Container was not serviced.

SECTION 5. RATES AND FEES.

Subject to annual CPI-U adjustment, as provided in Section 7 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- A. Single-Family Residential Unit Services. For the Services provided to *Single-Family Residential Units* under Section 4.A. hereof, the Service Provider shall charge **\$11.53 per month for each Single-Family Residential unit for hauling on the scheduled collection day 1 time per week**. This rate applies to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for trash collection services;
- B. Multifamily Residential Unit Services. For the Services provided to *Multi-Family Residential Units* under Section 4. B. hereof the Service Provider shall charge **Rates below per collection made (which rate shall include all Recycling Carts at the Multi-Family Residential Unit) from each Multi-Family Residential Unit**. The Service Provider will negotiate agreements with each Multi-Family Residential Unit regarding the number of collections that such Multi-Family Residential Unit wishes to be provided each week, along with the number of Recycling Carts to be provided. This rate applies to all Multifamily Residential Units that are located within the City's corporate limits and billed by the City for trash collection services.

<u>Per cart Amount / per pickup</u>							
1-5	6-10	11-15	16-20	21-25	26-30	31-35	36-40
	\$32.16	\$48.09	\$64.32	\$80.40	\$96.48	\$112.56	\$128.64
\$16.08							

SECTION 6. CPI-U ADJUSTMENT

On each anniversary date of this Agreement, the Service Provider shall increase the rate set forth in Section 6 hereof (the initial Rate) in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by

the Bureau during the month ninety (90) days preceding the adjustment under this Section 6. The amount of the increase under this Section 6 shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

SECTION 7. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to Recycling Carts provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 8. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling of any item or material that is not a Recyclable Material.

SECTION 9. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of Five (5) years, commencing on January 1, 2023 and concluding on December 31, 2027. At the expiration of the term of this Agreement, the Agreement may be extended for up to two (2) successive one (1) year periods upon the mutual written agreement of the parties

SECTION 10. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 11. ENFORCEMENT

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Recycling Carts provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Recycling Cart, require security deposits from the Residential Units utilizing such Recycling Carts. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 12. PROCESSING, BILLING AND FEES.

- A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill the City (i) the rates and fees charged under Sections 5.A. and 5.B. hereto for all Residential units possessing active trash collection accounts within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and recycling of Recyclable Materials within the City's corporate limits (the "Monthly Statement") on or before the 1st day of the month immediately following the month in which such Services were provided, commencing on February 1, 2023. Thereafter, the City will remit to the Service Provider an amount equal

to such Monthly Statement. Such remittance shall be made by the City on or before the last day of each month (for the immediately preceding month's service) commencing on February 28, 2023. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Residential Units possessing active trash collection accounts within the City's corporate limits, as well as from all Residential units requiring the collection, hauling and recycling of Recyclable Materials within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums caned for herein.

- B. Taxes. In addition to the amounts billed and collected by the City under Section 12-A., The City shall also be responsible for billing, collecting and remitting / paying any and all sales use and service taxes assessed or payable in connection with the Services.
- C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services.

SECTION 13. SPILLAGE.

The Service Provider shall not litter premises in the process making collections. In the event of spillage by the Service Provider, the Service Provider shall be required to clean up such spillage within a reasonable time.

SECTION 14. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term this Agreement.

SECTION 15. CUSTOMER SERVICE.

All complaints shall be made directly to the Service Provider, by the City's contract administrator or designees, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Service Provider shall investigate, and if such allegations are verified, shall arrange for the collection of the Recyclable Materials not collected within 24 hours after the complaint is received.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and recycling of Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 16.

SECTION 17. VEHICLES AND EQUIPMENT

Vehicles used by the Service Provider for the collection, hauling and recycling of Municipal Recyclable Materials shall be covered and protected at all times while in transit to prevent the blowing or scattering of Recyclable Materials onto the City's public streets, or properties adjacent thereto and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 18. DUE CARE

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 19. PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 20. INSURANCE COVERAGE

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
1. Workers Compensation	Statutory
2. Employer's Liability	\$500,000
3. Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 in the aggregate Combined single limit for bodily Injury and property damage liability
4. Automobile Liability	\$2,000,000 in the aggregate Single limit for bodily injury and property damage liability
5. Pollution Legal Liability	\$2,000,000 each Loss
6. Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 20 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 20.

SECTION 21. INDEMNITY

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 22. SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION

Any material failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than ten (10) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 24. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to acts of God, acts of war, accident explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, epidemics, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 25. GOVERNING LAW

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this agreement, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Florida, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States located in the State of Florida, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding, that it is not subject thereto or that such

action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all controversies, claims or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Florida State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that mailing Of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 26. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid. certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City;

City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Attn: Robin Gomez, City Manager

If to the service Provider:

Waste Pro of Florida, Inc
7921 15th Street E.
Sarasota. FL 34243
Attn: Robert TenHaaf

With a Copy To:

Waste Pro of Florida, Inc.
2101 W SR 434, Third Floor
Longwood, FL 32779
Attn: Tim Dolan

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 27. ATTORNEY FEES

The prevailing party in any dispute between the parties arising out of interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 28. MODIFICATION OF TERMS.

At any time, upon the application of the Service Provider, or on the initiative of the City, City and the Service provider may negotiate changes in the type, level and method of delivery of services provided by the Service provider under this Agreement, whether in connection with rate adjustments or otherwise. Such negotiations and modifications may include, but shall not be limited to, innovative proposals to improve the quality of service; decrease the rates for service or both; take advantage of new equipment and procedures available in the Industry; make reasonable modification in the terms and provisions of the franchise to assist in cost containment to the Customers of the Service Provider; or otherwise modify the terms and provisions of this Agreement in such manner as the Service Provider and City may agree. City does not hereby commit itself to agree to any requested or proposed modification in terms and specifications but reserves the right to initiate such modifications and amendments to this Agreement as the City may determine from time to time to be in the best interest of the City, its residents and Customers of the Service Provider. Service Provider specifically acknowledges the reserved right of the City to negotiate modifications to this Agreement once executed. All modifications of this Agreement shall be in writing. No modification shall be binding upon the City until such modification shall have been authorized by resolution of the City Commission.

SECTION 29. UNUSUAL CHANGES OR COSTS.

The Contractor may petition the City on the anniversary date of the Agreement for rate adjustments at reasonable times based on unusual changes in the cost of doing business as related to revised laws, ordinances, or regulations.

SECTION 30. PIGGYBACKING CLAUSE.

Upon mutual consent of Service Provider, the Service Provider agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental agency desire to contract under this proposal. Eligible users shall meet all State of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this contract.

SECTION 31. FLORIDA PUBLIC ENTITY CRIMES ACT

Prior to, and during the term of any contract with the City, the City requires that the Service Provider shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All

Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., which is attached hereto as Exhibit A.

SECTION 32. DRUG FREE WORKPLACE CERTIFICATION

The Service Provider shall include a signed and completed Drug Free Workplace Certification, which is attached hereto as Exhibit B.

SECTION 33. PUBLIC RECORDS

The Service Provider acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Service Provider must comply with the public records laws of the State of Florida. Service Provider shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, the Service Provider shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
3. The Service Provider shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
4. The Service Provider shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Service Provider or keep and maintain public records required by the public agency to perform the service. If the Service Provider transfers all public records to the public agency upon completion of the contract, the Service Provider shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the contract, the Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Service Provider of the request. The Service Provider must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.

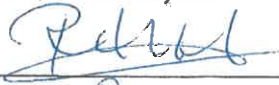
6. If Service Provider does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
7. A Service Provider who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
8. If a civil action is filed against a Service Provider to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Service Provider the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Service Provider unlawfully refused to comply with the public records request within a reasonable time, and;
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Service Provider has not complied with the request, to the public agency and to the Service Provider.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Service Provider at the Service Provider's address listed in this contract with the public agency or to the Service Provider's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
9. A Service Provider who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
10. If the service provider has questions regarding the application of chapter 119, Florida Statutes, to the service provider's duty to provide public records relating to this contract, please contact the city's custodian of public records at:

City of Madeira Beach
Attn: City Clerk
300 Municipal Drive Madeira Beach, FL 33708
727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

SECTION 34. ACCEPTANCE. For due consideration as set forth in this contract, the parties hereby agree and accept the terms of this contract.

Service Provider's Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president or vice president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Waste Pro of Florida, Inc.

By: 

Print Name: ROBERT A. TEW

Title: DIVISION VICE PRESIDENT

Date: 11-11-2022

PASSED AND APPROVED BY THE CITY OF MADEIRA BEACH COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH FLORIDA STATUTES, INCLUDING ALL FLORIDA SUNSHINE AND OPEN MEETING LAWS OF THE STATE OF FLORIDA, CITY CODE OF ORDINANCES, AND ALL OTHER APPLICABLE LAWS ON THIS November, 9, 2022.

CITY OF MADEIRA BEACH, FL

By: 

Name: John B. Hendricks

Title: Mayor

ATTEST:

By: 

Name: Clara VanBlargan

Title: City Clerk

APPROVED AS TO LEGAL FORM:

By: _____

City Attorney: Tom Trask

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by Robert ten Haaf – Division Vice President
[print individual's name and title]

for Waste Pro of Florida, Inc. [print name of entity submitting sworn statement]

whose business address is: 5170 126th Ave N., Clearwater, FL 33760

and Federal Employer Identification Number (FEIN) is 59-3701785, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president or vice president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

RLH
[Signature]

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Clearwater

Sworn to and subscribed before me this 11 day of November, 2022 by Robert ten Haaf
Personally known OR Produced identification

[Type of identification]

Glenda J. Camarda My commission expires 1-4-2024
Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

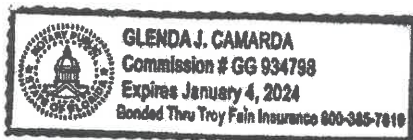


Exhibit B

DRUG FREE WORKPLACE CERTIFICATION

SWORN STATEMENT ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by Robert ten Haaf – Division Vice President
[print individual's name and title]
for Waste Pro of Florida, Inc.
[print name of entity submitting sworn statement]
whose business address is: 5170 126th Ave N., Clearwater, FL 33760
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3701785.

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Robert ten Haaf
Signature

Title: Division Vice President

Company: Waste Pro of Florida, Inc.

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Clearwater

Sworn to and subscribed before me this 11 day of November, 2022

by Robert ten Haaf who is
personally known to me

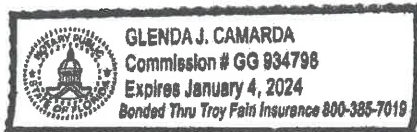
[type of identification]

~~OR Produced identification~~

Glenda J. Camarda
Notary Public Signature

My commission expires 1-4-2024

[Print, type or stamp Commissioned name of Notary Public]



AGENDA ITEM NO. 7.7

ACTION ITEM

APPROVAL OF

Resolution 2026-19

Authorizing additional fees for the Services of Nabors, Giblin,
and Nickerson.

**INDIAN ROCKS BEACH CITY COMMISSION
AGENDA MEMORANDUM**

MEETING OF: October 13, 2026 **AGENDA ITEM:** 7.7

ORIGINATED BY: Ryan Henderson, City Manager

AUTHORIZED BY: Ryan Henderson, City Manager

SUBJECT: Resolution 2026-19 Authorizing additional fees for the Services of Nabors, Giblin, and Nickerson

BACKGROUND:

On April 14, 2026, the City Commission adopted Resolution No. 2026-10 authorizing the retention of Nabors, Giblin, and Nickerson, P.A. for legal services related to the City's Short-Term Rental Ordinance, Ordinance No. 2023-02. The initial authorization was limited to \$10,000 and was intended to provide for a review of the ordinance, related administrative processes, and development of a scope of work and estimated budget for additional legal services.

Additional legal review and assistance are warranted as the City continues its comprehensive evaluation of the Short-Term Rental Ordinance, including its effectiveness, enforceability, and consistency with applicable law.

ANALYSIS:

The resolution would amend Resolution No. 2026-10 to authorize an additional \$10,000 for legal services from Nabors, Giblin, and Nickerson, P.A., increasing the total authorized amount from \$10,000 to an amount not to exceed \$20,000.

The previously approved hourly rates remain unchanged:

- Partners/Of Counsel: \$325 per hour
- Associates: \$275 per hour
- Law Clerks/Paralegals: \$90 per hour

All other provisions of Resolution No. 2026-10 would remain in full force and effect.

FISCAL IMPACT:

The proposed resolution increases the authorized expenditure for legal services related to the Short-Term Rental Ordinance by \$10,000, for a total authorization not to exceed \$20,000, to be paid out of the City Attorney, Other Professional Legal Expense account: 001-514-000-031-200.

ATTACHMENTS:

1. Resolution 2026-10
2. Resolution 2026 - 19
3. Memorandum from City Attorney

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2026-10**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AUTHORIZING THE RETENTION OF NABORS, GIBLIN, AND NICKERSON, P.A. TO REVIEW AND PROVIDE RECOMMENDATIONS REGARDING THE CITY'S SHORT-TERM RENTAL ORDINANCE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach has adopted Ordinance No. 2023-02 regulating short-term rentals within the City; and

WHEREAS, the City Commission desires to conduct a comprehensive review of the Short-Term Rental Ordinance to ensure its effectiveness, enforceability, and consistency with applicable laws; and

WHEREAS, Nabors, Giblin, and Nickerson, P.A. is a law firm with extensive experience in reviewing, analyzing, and defending short-term rental regulations for municipalities; and

WHEREAS, the City Commission finds it to be in the best interest of the City to retain Nabors, Giblin, and Nickerson, P.A. to review Ordinance No. 2023-02, evaluate administrative and regulatory processes, and provide recommendations and proposed revisions based on Commission direction; and

WHEREAS, the firm's proposed hourly rates are as follows: Partners/Of Counsel at \$325.00 per hour, Associates at \$275.00 per hour, and Law Clerks/Paralegals at \$90.00 per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA:

Section 1. The City Commission hereby authorizes the retention of Nabors, Giblin, and Nickerson, P.A. for an initial engagement not to exceed Ten Thousand and No/100s Dollars (\$10,000.00) to meet with staff, review and analyze the City's Short-Term Rental Ordinance (Ordinance No. 2023-02), and propose evaluate related administrative processes, and provide a scope of work and estimated budget for legal services related to updated said Ordinance.

Section 2. The City Manager is hereby authorized to execute any necessary agreements and take all actions necessary to implement the intent of this Resolution, subject to the firm's hourly rate structure as outlined herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of April, 2026, by the City Commission of the City of Indian Rocks Beach, Florida.

Lan Vaughan, Mayor-Commissioner

ATTEST: _____
Lorin Kornijtschuk, City Clerk

**CITY OF INDIAN ROCKS BEACH
RESOLUTION NO. 2026-19**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, AMENDING RESOLUTION NO. 2026-10 TO INCREASE THE AUTHORIZED FEE LIMIT FOR THE RETENTION OF NABORS, GIBLIN, AND NICKERSON, P.A. BY AN ADDITIONAL TEN THOUSAND AND NO/100S DOLLARS (\$10,000.00) FOR LEGAL SERVICES REGARDING THE CITY'S SHORT-TERM RENTAL ORDINANCE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach has adopted Ordinance No. 2023-02 regulating short-term rentals within the City; and

WHEREAS, the City Commission desires to conduct a comprehensive review of the Short-Term Rental Ordinance to ensure its effectiveness, enforceability, and consistency with applicable laws; and

WHEREAS, Nabors, Giblin, and Nickerson, P.A. is a law firm with extensive experience in reviewing, analyzing, and defending short-term rental regulations for municipalities; and

WHEREAS, on April 14, 2026, the City Commission adopted Resolution No. 2026-10, authorizing the retention of Nabors, Giblin, and Nickerson, P.A. for an initial engagement not to exceed Ten Thousand and No/100s Dollars (\$10,000.00) to review Ordinance No. 2023-02, evaluate related administrative processes, and provide a scope of work and estimated budget for legal services; and

WHEREAS, the City Commission finds it to be in the best interest of the City to increase the authorized fee limit by an additional Ten Thousand and No/100s Dollars (\$10,000.00), for a total authorization not to exceed Twenty Thousand and No/100s Dollars (\$20,000.00), to allow the firm to continue providing legal services related to the Short-Term Rental Ordinance at the firm's previously approved hourly rates of Partners/Of Counsel at \$325.00 per hour, Associates at \$275.00 per hour, and Law Clerks/Paralegals at \$90.00 per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA:

Section 1. The City Commission hereby amends the authorization set forth in Resolution No. 2026-10 to increase the authorized fee limit for the

retention of Nabors, Giblin, and Nickerson, P.A. by an additional Ten Thousand and No/100s Dollars (\$10,000.00), for a total authorization not to exceed Twenty Thousand and No/100s Dollars (\$20,000.00), for legal services related to the review, analysis, and updating of the City's Short-Term Rental Ordinance (Ordinance No. 2023-02) and related administrative processes. Except as amended herein, Resolution No. 2026-10 remains in full force and effect.

Section 2. The City Manager is hereby authorized to execute any necessary agreements and take all actions necessary to implement the intent of this Resolution, subject to the firm's hourly rate structure as outlined herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026, by the City Commission of the City of Indian Rocks Beach, Florida.

Lan Vaughan, Mayor-Commissioner

ATTEST: _____
Lorin Kornijtschuk, City Clerk



MEMORANDUM

TO: Indian Rocks Beach City Commission

CC: Ryan Henderson, City Manager
Robin Gomez, Administrative Director
Lorin A. Kornijtschuk, CMC, City Clerk

FROM: Matthew E. Maggard, City Attorney

DATE: October 6, 2026

RE: Update on STR Ordinance Review with Nabors Giblin & Nickerson, PA

I. Purpose

This memorandum summarizes: (1) the terms of the City's retention of Nabors, Giblin & Nickerson, P.A. ("NGN"); (2) the scope of NGN's engagement; (3) work completed to date; and (4) remaining steps. It supports Item 7.5 on the October 13, 2026, agenda, the proposed Amendment to the Agreement with NGN for additional attorney services funding.

II. Retention and Compensation

On April 14, 2026, the Commission considered Resolution No. 2026-10. During discussion, the Commission expressed concern regarding the undefined scope and fiscal impact. At the City Manager's suggestion, the Commission voted 5-0 to approve the resolution with a \$10,000 not-to-exceed cap, and the City Clerk requested that the resolution be revised accordingly.

III. Scope of Engagement

NGN's April 2, 2026, proposal contemplated full engagement: reviewing Ordinance No. 2023-02 and the City's administrative processes, recommending changes, preparing revisions as the Commission directs, and providing other services as requested. Resolution No. 2026-10 limited the initial \$10,000 phase to meeting with staff, reviewing the Ordinance and related administrative processes, and providing a scope of work and estimated budget for the Ordinance update.

IV. Work Completed to Date

1. Background Information and Initial Meetings with NGN. I have met with NGN individually several times, and we have had multiple meetings with NGN and the City Manager. Commissioner Watt also participated in two calls with NGN both to provide some historical

context initially, and subsequently to address areas of concern with the Ordinance. In addition to the various meetings and calls with NGN, I prepared a list of items for NGN to review relative to the Ordinance and incorporated input from the City Manager and Administrative Director on potential changes. Commissioner Watt also provided a comprehensive list of items to consider changing or adding to the STR Ordinance. The following materials were provided to NGN to start their review:

- a. Randy Mora's May 3, 2016 memorandum;
- b. the 2011, 2012, and 2023 versions of the City's STR Ordinance;
- c. a comprehensive list of potential amendments and additions to the current Ordinance;
- d. relevant court filings and orders from the City's STR litigation;
- e. the AP 6, LLC Settlement Agreement; and
- f. relevant court filings from the Homes Not Hotels, Inc. litigation.

2. Scope of Work. I asked NGN to evaluate the following:

- a. prior challenges raised to portions of the Ordinance in the litigation matters;
- b. the list of potential changes compiled by City staff, Commissioner Watt, and me;
- c. whether the occupancy standard can be changed from "overnight" to 24 hours;
- d. the 2016 Mora memorandum on grandfathering, including NGN's opinion on that issue;
- e. whether the Ordinance can be extended to all zoning districts, including the commercial and business districts and PUDs; and
- f. the legal risks that come with those changes, including notice requirements and possible Bert Harris claims.

I also raised my concern that SB 180 may bar "more restrictive" changes until October 2027 and asked NGN to evaluate how SB 180 may affect future amendments. With the City Manager's agreement, I serve as NGN's main point of contact, which keeps legal fees down and prevents members of the public from contacting the firm directly.

3. Opinion on the 2016 Mora Memorandum. NGN delivered its final opinion on June 25, 2026, which agrees with the 2016 memorandum on two points:

- a. Ordinance 2011-03 eliminated the City's grandfathered pre-2011 short-term rental regulations; and
- b. Ordinance 2012-08 was invalid when adopted.

NGN reasoned that deleting the "transient living accommodation" definition after June 1, 2011 cost the City its grandfathered protection. NGN also confirmed that the City may still regulate the impacts of short-term rentals, including: registration; designation of a responsible party; inspections; signage; life-safety and building code compliance; parking and sanitation; and occupancy limits.

I sent a copy of NGN's opinion to the Commission on July 9, 2026.

4. **Review of the Current Ordinance (Ongoing).** I have remained in contact with NGN, and we have discussed many of the items above as well as additional changes NGN has proposed. Below is a list of remaining work to be completed. We anticipate the increased legal fee authority requested on next week's Commission meeting will be sufficient to complete all of the remaining work.

V. Remaining Work and Recommended Next Steps

1. **Commission Direction.** I would like to schedule individual meetings between each Commissioner and NGN to discuss NGN's recommendations and obtain the Commission's direction on drafting a new ordinance, including which changes to adopt and whether to prepare both an SB 180-compliant version and a full rewrite of the Ordinance.

2. **Draft New Ordinance.** Once the Commission provides direction, NGN will draft a new STR Ordinance (or multiple versions) for the Commission's review and consideration.

3. **Implementation.** Staff would like NGN's assistance in implementing the new Ordinance once it is adopted by the Commission.

I will continue to serve as NGN's point of contact and will report back to the Commission as we progress.

AGENDA ITEM NO. 8
NEIGHBOR'S FEEDBACK

AGENDA ITEM NO. 9
FUTURE AGENDA ITEMS

AGENDA ITEM NO. 10

NOTED ITEMS

ADJOURNMENT