



## **BAREFOOT BAY RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
March 11, 2022 at 1:00 PM

### Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
  - A. Barefoot By the Lake Volunteers Appreciation Proclamation
  - B. Employee Milestone Awards
- 7. Approval of Minutes**
  - A. BOT Meeting minutes dated February 11, 2022
- 8. Treasurer's Report**
  - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
  - A. FY21 Audit Presentation
  - B. Golf Course Sod Farm
  - C. Kitchen Trailer (at Pool #1)
  - D. Mid-Size Truck Replacement
  - E. BOT Meeting/Workshop Video/Livestream Equipment and Software
  - F. Concrete Work Change Order #1
  - G. Budget Amendment: Rebuilding #10 Green to USGA Standards
  - H. Budget Amendment: Employee Classification Plan & Compensation Study
  - I. Employee Handbook Revision

J. Confirmation of Donation Request Acceptance

**12. Manager's Report**

A. March 11th Community Manager's Report

**13. Attorney's Report**

**14. Incidental Trustee Remarks**

**15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting  
February 11, 2022  
1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on February 11, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Morrissey.

## Roll Call

Present: Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino, Mr. Brinker. Also, present, John W. Coffey, ICMA-CM, Community Manager, John Cary, General Counsel, Cindy Mihalick, Administrative Assistant to the District Clerk, Mackenzie Leiva, Management Analyst, Matt Goetz, Property Services Manager, Richard Armington, Resident Relations, Charles Henley, Finance Manager.

## Additions or Deletions to the Agenda

None.

## Approval of the Agenda

*Mr. Nugent made a motion to approve the agenda as is. Second by Mr. Morrissey. Motion passed unanimously.*

## Presentations and Proclamations

None.

## Approval of Minutes

*Mr. Morrissey made a motion to approve BOT Regular and Townhall Meeting minutes dated January 25, 2022. Second by Mr. Brinker. Motion passed unanimously.*

## Treasurer's Report

*Mr. Amoss made a motion to approve the Treasurer's Report for February 11, 2022, as read. Second by Mr. Brinker. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Audience Participation**

Jeanne Osborne-100 Cherokee Court-spoke against the proposed change to BOT meeting dates.

Nancy Eisele-Barefoot Boulevard-spoke against the proposed change to BOT meeting dates.

## **Unfinished Business**

### **Violations Committee Appointment**

Staff recommends the BOT appoint one homeowner to the unexpired alternate position (term ends September 30, 2024).

*Mr. Amoss made a motion to appoint Edward Haslam to the unexpired alternate position (term ends September 30, 2024). Second by Mr. Brinker. Motion passed unanimously.*

## **New Business**

### **Discussion of Leasing of Lots to Owners of Structures**

Mr. Cary presented his legal opinions to the board about lot leases. There is no requirement in the law in the state of Florida of unified ownership of common lot and building. Changing the DOR would be difficult to enforce. Additionally, Mr. Cary also felt the change would be a violation of the Bert Harris Act, which would ultimately result in financial claims against the district.

*Mr. Nugent made a motion that based on legal opinions from Mr. Cary, there is nothing the BOT can do at this time regarding the lot leasing issue. Seconded by Mr. Morrissey. Motion passed unanimously.*

### **Proposed New BOT Meeting Dates and Times**

Trustee Nugent requested this item be placed on the agenda to discuss the possibility of changing the meeting dates/times to the following effective in March 2022: Second Thursday at 1pm and Fourth Tuesday at 1pm (March 2022 and April 2022 meetings would be at 4pm due to conflicts, and all subsequent meetings would start at 1pm).

*Mr. Nugent made a motion to change the Tuesday evening meeting from 7 PM to Tuesday afternoon at 1 PM. Second by Mr. Brinker. Motion passed 4-1. Mr. Morrissey dissents.*

*Mr. Nugent made a motion to change the Friday afternoon meeting at 1 PM to Thursday afternoon at 1 PM. Second by Mr. Brinker. Motion passed 4-1. Mr. Morrissey dissents.*

*Mr. Nugent made a motion that changes to the meeting schedule will take effect in May. Second by Mr. Brinker. Motion passed 4-1. Mr. Morrissey dissents.*



# BAREFOOT BAY RECREATION DISTRICT

## Pool #2 Canopy Discussion

*Consensus of the board to move the Canopy Discussion topic to the upcoming budget discussions.*

## Golf Grant Program: Rebuilding Green #10 to USGA Standards Proposal

Mr. Coffey gave an overview of the proposed renovations for Hole #10, which will reconstruct it per USGA standards and sterilize the soil of nematodes. The Florida Recreational Development Assistance Program provides 100 percent reimbursement up to \$50,000 of which approximately \$32,000 of this project is eligible for reimbursement. There is sufficient contingency to cover the overage. Timeframe will be eight to twelve weeks. The 10<sup>th</sup> green was chosen because it is a peninsula and easier to control risk. The practice green will also be completed by ABM at no cost to BBRD at the same time.

Staff recommends the BOT approve the ABM proposal for rebuilding green #10 at a cost of \$51,444.00.

*Mr. Nugent made a motion to approve the ABM proposal for rebuilding green #10 at a cost of \$51,444.00 and instruct staff to prepare a budget amendment for the overage from operating contingency for a future BOT meeting agenda. Second by Mr. Amoss. Motion passed unanimously.*

## Concrete Work Award of Contract

Mr. Coffey gave an overview of the concrete project to repair sidewalks at the tennis courts.

Staff recommends the BOT award contract for concrete work to Slater Construction in the amount of \$52,300.00.

*Mr. Nugent made a motion to award contract for concrete work to Slater Construction in the amount of \$52,300.00. Second by Mr. Amoss. Motion passed unanimously.*

## FY22 Budget Amendment: Employee Health Insurance

Resolution 2022-01 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

*Mr. Nugent made a motion to approve Resolution 2022-01 as read. Second by Mr. Brinker. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## Manager's Report

### Finance

- **FY22 Assessment Collection Update** – As of February 9<sup>th</sup>, BBRD has received \$3,367,524.93 or 83.7% of gross receipts. See attached for details.
- **Shaw Medical and CVO Leases Update** – Staff received draft leases on February 3<sup>rd</sup> and anticipate full execution of each lease during the week of February 7<sup>th</sup>.

### Resident Relations

#### **ARCC Meeting 02/01/2022**

- 29 Consent Items – 27 approved, 1 denied, 1 removed (duplicate)
- 18 Other Items – 15 approved, 2 denied, 1 tabled

#### **Next ARCC Meeting**

- Is scheduled for February 15<sup>th</sup> at 9am in the Administration Conference Room

#### **VC Meeting 01/28/2022**

- 3 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 1 Case – found to be in violation

#### **Next VC Meeting**

- Is scheduled for February 11<sup>th</sup> at 10am in Bldg. D/E

#### **January's Interesting Facts**

- 24 Homes sold (30 were sold in January 2021)
- 26 New Homeowner orientations were given
- 40 Residents were in attendance

### Food & Beverage

- The **4th Annual Barefoot by the Lake Festival** is this weekend Friday the 11<sup>th</sup> and Saturday the 12<sup>th</sup> from 11am-9:30pm. Come on over to 625 Barefoot Boulevard where over 40 artisan and food vendors are attending along with a line-up of great free music on the festival stage.
- Saturday night, February 25 is the SOLDOUT **Paul McCartney Tribute ticketed event** in Building A. Doors open at 5pm for the pre-show party with food and beverages available. Food and beverages may not be brought into the event.
- Our big **annual St. Patrick's Day celebration** will be held on March 17, 2022, starting with a parade at 10am down Veterans Way, a short ceremony, Blessing of the Bay, and the Brevard Police and Fire, Pipers and Drums show follows the parade. Live entertainment starts at 11am and lots of corned beef sandwiches will be served at noon. Tickets go on sale for corned beef sandwiches and dinners on Wednesday, February 16 at the Lounge, the 19th Hole, and the Administration Building.



# BAREFOOT BAY RECREATION DISTRICT

- Tickets are on sale now in the Administration Building (NAB) for **“Greggie and The Jets” an Elton John Tribute show** to be held on March 25, 2022. Tickets are \$25 with theater style seating.
- For all shows in the Winter Beats series, the doors, and bar open at 5pm and a food menu is available.
- Flyers with all the details are posted.

## Property Services

- Delivered mulch to the Softball Field for their annual re-mulching of the beds
- Continued work on the D/E Ladies restroom
- Began repainting the upper walls on the Shopping Center roof
- Completed the electrical and plumbing in the new CVO Office
- Completed installing all the bollards on Midway and Hawthorn
- Replaced the irrigation pump at the Shopping Center
- Replaced the rotten wood fence at the Shopping Center
- Repaired broken irrigation lines at the Shopping Center
- Repaired broken cables at the fishing pier
- Reworked the Sheriff's lock at the pier
- Repaired the heater at Pool #2
- Partnered with Golf-Pro Shop personnel to prep picnic area for demolition of old scoreboard and construction of new scoreboard
- Began setup for BBRD's Barefoot by the Lake Festival
- Filed a report with BCSO for yet another stolen AED unit at the tennis courts. Request BOT confirmation of Community Manager's decision not to purchase a third unit at a cost of \$1,350.
- Continued to solicit bids for budgeted projects

*Consensus of the board was to not replace the stolen AED unit at this time.*

## Golf-Pro Shop

- Cart Barn Repairs awaiting engineering and permitting
- Picnic Area scoreboard: commencement of work scheduled for Monday, February 7th
- January Golf Tournaments
  - 29th Carl Anderson Memorial
- February Golf Tournaments
  - 8th Ladies 9-Hole League Charity, Shotgun start at 8am
  - 22nd Ladies President's Cup, Shotgun start at 8am
- Lake bank restoration began Wednesday, January 19th (estimated completion date is March 15th weather permitting)

## General Information

- **Building A Renovations Project Update** – The final fire above ceiling inspection and final building department inspections passed the week of January 31<sup>st</sup>. Two minor corrections were noted on the final hood fire inspection which should be corrected before February 11<sup>th</sup> that will close out the



# BAREFOOT BAY RECREATION DISTRICT

project. A formal ribbon cutting, and grand opening ceremony will be scheduled in the future for residents to be able to tour the new facilities.

- **Bldg. A Retaining Wall Repairs Project Update** – The contract was executed on February 3<sup>rd</sup> and the deposit check was mailed on February 4<sup>th</sup>. Once the vendor received the deposit check he will schedule the project and notify staff of the tentative commencement date.
- **Food Trailer Update:** Staff has three bids, but I am not comfortable recommending spending \$60K on something sight unseen. Hence, similar to how Matt and I made a road trip to NC to look at a restroom trailer, the Kitchen Supervisor will be traveling to South Florida, Orlando, and Jacksonville to visually inspect units for which we have received bids. Once I am comfortable with his and Kathy's recommendation, I will place it on the next available agenda for consideration by the BOT.
- **19<sup>th</sup> Hole Kitchen Renovations and (2) Walk in Coolers Project RFP Evaluation Committee Meeting** – The Committee will meet on March 8<sup>th</sup> in the Administration Building Conference Room at 2pm to open and review proposals.
- **Shopping Center Roof Project Update** – The Community Manager approved the final change order deleting \$18,000 (for relocation of the restaurant hood exhaust pipe) from the contract and thereby closing out the project.
- **Reminder that Government Finances Can Sometimes Be Difficult to Understand** – The public is gently reminded that approximately 60-65% of BBRD's revenues are derived through the annual assessment and golf membership fees which are largely received within the first four months of each fiscal year where historically 20-25% of expenditures occur in the same time frame. Additionally, the \$4.1 Million in "cash balances" read by Trustee Nugent in his Treasurer's Report earlier today includes \$1.1 Million in roll-forward project budgets from FY22. Hence, of the \$4.1 Million BBRD current has, only \$1.3 Million is anticipated to be in the bank and various investment accounts on September 30, 2022 (which is reserved for emergencies per Resolution 2016-11). Hence, if someone tells you BBRD has \$4 Million in reserves, they do not have all the facts.
- **FY23 Working Draft Proposed Budget (WDPB) Update and Reminder** – Key dates include:
  - No later than March 7th: Submittal of the budget document to the Trustees.
  - No later than close of business March 8th: Electronic copies will be available on [www.bbrd.org](http://www.bbrd.org).
  - March 8th: Free paper copies of the Resident's FY23 WDPB will be available for pick up at the Administration Building.
  - Budget workshops will be in Building D/E and are scheduled for:
    - March 14th at 7pm
    - March 24th at 7pm
    - May 3rd at 10am
    - May 5th at 7pm





# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Cary met with Mr. Repperger and obtained additional files. Mr. Cary also mentioned that he will encourage final action on the Beech Court case by May 2022.

## **Incidental Trustee Remarks**

Mr. Morrissey gave an update on the traffic condition issue. A letter has been received from the county which indicates that stop signs cannot be placed to control speeding. Mr. Morrissey will continue to pursue other options and asks for suggestions.

Mr. Amoss thanked Property Services for the new flag poles at the Veterans Center.

## **Adjournment**

The next regular meeting will be on February 22, 2022, at 7pm in Building D/E.

Mr. Amoss made a motion to adjourn. Second by Mr. Morrissey. Mr. Maino adjourned.

Meeting adjourned at 1:57 PM.

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Hurrol Brinker, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

March 11, 2022

### Cash Balances in General Fund as of 3/3/22

Petty Cash Total Petty Cash: \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 497,580.22

**Total Operating Accounts: 497,580.22**

### Interest Bearing Accounts

MB&T Money Market Account 2,751,679.54

SBA Reserve Account 700,221.65

**Total Interest Bearing Accounts: 3,451,901.19**

**Total Cash Balances in General Fund: \$ 3,951,981.41**

### Total Daily Deposits and Assessments Received for 2/4/22 - 3/3/22

Daily Deposits:	\$ 217,392.55
Interest Received: Money Market Account	241.76
Interest Received: SBA Account	83.02
Interest Received: Other Interest	0.21
Golf Revenues	49,369.71
Assessments Received:	142,231.03

**Total Deposits Received: \$ 409,318.28**

### Expenditures for 2/4/22 - 3/3/22

Check Number	Vendor	Description	Check Amount
220218	Florida Department of Revenue	Sales Tax - January 22	15,348.42
58551	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 2/22	40,123.67
58576	Omega Technology Solutions, LLC	Monthly IT Support: 2/22	5,336.53
58584	Thompson Entertainment LLC	Festival Stage	5,650.00
58590	Vose Law Firm, LLP	Monthly Legal Support: 1/22	7,500.00
58594	Foundation Professionals of Florida, Inc	Deposit for Bldg A Retaining Wall	57,390.00
58610	Current Electrical Solutions Inc	Shopping Ctr Electrical Upgrades Appl # 2	12,350.00
58614	Florida State Golf Association	Handicap Fees - 2022	6,330.00
58620	Keep'n Cool Inc.	HVAC 935 Barefoot Blvd #5 Unit B	5,215.00
58626	Portable Restroom Trailers, LLC	Final - Portable Restroom @ Tennis Courts	31,965.00
58640	US Foods	Foodstuff and supplies	5,549.30
58669	Health First Health Plans Inc	Employee Health Insurance: 3/21	29,810.53
58676	Imperial Imprinting LLC	Festival T-Shirts	5,579.05
58688	Slater Construction	Deposit for Assembly Area & Sidewalk Repair	26,150.00
58694	White Bird Law	Monthly Legal Support: 1/22	7,218.50
58705	Evergreen Solutions, LLC	Classification and Compensation Study Invoice #1	6,000.00
58707	Florida Power & Light Co	Electrical - 1/22	7,923.58
58716	Slater Construction	Assembly Area & Sidewalk Repair Draw #2	20,200.00
58718	Special District Services, Inc	Management Fees: 2/22	14,058.99
	US Treasury	Payroll Tax - PPE 2/13/22	21,509.47
	Paychex	Net Payroll - PPE 2/13/22	72,051.57
	US Treasury	Payroll Tax - PPE 2/27/22	19,775.89
	Paychex	Net Payroll - PPE 2/27/22	68,752.10

**Total Expenditures \$5,000 and above: \$ 491,787.60**

**Expenditures under \$5,000: \$ 136,549.52**

**Total Expenditures: \$ 628,337.12**

## Board of Trustees Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **FY21 Audit Presentation**  
Section & Item: 11.A  
Department: Administration, Finance  
Fiscal Impact: None  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM,  
Community Manager  
Attachments: BBRD-Req Comm Ltr-Signed 2.25.22, FS\_21-BBRD-Signed  
2.25.22  
Reviewed by General  
Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

BOT review and approve FY21 Audit and Annual Financial Report.

### Background and Summary Information

The annual audit report was prepared by Barefoot Bay Recreation District's independent auditors, MSL, P.A.. A copy of the report will be provided to the BOT as soon as it is received by staff.

The report is required to be submitted to the State of Florida by June 30, 2022.

Staff recommends the BOT accept the presented FY21 Audit Report.

Staff recommends the BOT accept the presented FY21 Audit Report.



February 24, 2022

Board of Trustees  
Barefoot Bay Recreation District  
Barefoot Bay, Florida

We have audited the financial statements of Barefoot Bay Recreation District, Florida (the "District") as of and for the year ended September 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 26, 2021. Professional standards also require that we communicate to you the following information related to our audit.

#### SIGNIFICANT AUDIT FINDINGS

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates affecting the District's financial statements include the following accounts: Accounts Receivable, Compensated Absences, and Other Postemployment Benefits ("OPEB").

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The following disclosures in Note 3 are considered significant: Capital Assets; Long-Term Liabilities; and OPEB.

The financial statement disclosures are neutral, consistent, and clear.

#### DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no misstatements identified in our audit.

#### DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated February 24, 2022.

#### MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### OTHER MATTERS

We applied certain limited procedures to the Budgetary Comparison Schedule and the OPEB schedule, which are required supplementary information ("RSI") that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

#### RESTRICTION ON USE

This information is intended solely for the use of the Board of Trustees and management of the District, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

**MSL, P.A.**

**BAREFOOT BAY RECREATION DISTRICT, FLORIDA**

**Annual Financial Report**

**Year Ended September 30, 2021**

## **BAREFOOT BAY RECREATION DISTRICT**

### **Board of Trustees as of September 30, 2021**

Chairperson:	Michael Maino
First Vice Chairperson:	Bruce Amoss
Second Vice Chairperson:	Michael Morrissey
Secretary:	Jeff Grunow
Treasurer:	Jim Nugent

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## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Barefoot Bay Recreation District  
Barefoot Bay, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and each major fund of the Barefoot Bay Recreation District, Florida (the "District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**INDEPENDENT AUDITOR'S REPORT**  
*(Concluded)*

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Schedule, and the Schedule of Changes in the District's Total OPEB Liability and Related Ratios, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

**MSL, P.A.**

Certified Public Accountants

Orlando, Florida  
February 24, 2022

**BAREFOOT BAY RECREATION DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended September 30, 2021**

As management of the Barefoot Bay Recreation District (the "District"), we offer readers of the District's financial statements this overview and analysis of financial activities of the District for the fiscal year ended September 30, 2021. Please read the information presented here in conjunction with the financial statements and accompanying notes following this Management's Discussion and Analysis (the "MD&A").

**Financial Highlights**

- The assets of the District exceeded its liabilities and deferred inflows at the close of the fiscal year 2021 by \$11,477,050 (net position). Of this amount, \$2,039,522 (unrestricted net position) may be used to meet the District's ongoing obligations to citizens and creditors.
- The District's total net position increased by \$477,978. The majority of this increase is attributable to the decrease in general government expenses as services and amenities of the District were reduced or closed from the state and county responses to the COVID-19 pandemic.
- As of September 30, 2021, the District's General Fund reported ending fund balance of \$2,193,808, an increase of \$180,773 in comparison with the prior year. Approximately 89% of this amount (\$1,951,059) is available for spending at the District's discretion (unassigned fund balance).
- The District's capital assets increased by \$632,917 in fiscal year 2021, as several recreation improvements projects were started, continued and/or completed.

**Overview of the Financial Statements**

The *organization-wide and fund financial statements* are combined for this annual report, as all activities of the District are governmental activities. The report consists of the organization-wide and fund statements, notes to the financial statements, and required supplementary information. The statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position and Governmental Fund Balance Sheet* presents information on all of the District's assets, deferred outflows, liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of the financial position of the District.

The *Statement of Activities and Governmental Fund Revenues, Expenditures and Change in Fund Balance* presents information showing how the District's net position changed during the most recent fiscal year. The District uses the economic resources measurement focus and the accrual basis of accounting. All changes in net position are reported as the underlying event giving rise to the change, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (i.e., grants receivable and earned but unused vacation leave). These governmental activities are primarily supported by assessments and charges for services.

It was the intention of the Governmental Accounting Standards Board ("GASB"), when it issued Statement No. 34, to institute significant changes in the way local governmental units account for their finances. It was a decision designed to make local government more "business like" in its approach to reporting financial conditions. The use of depreciation, more commonly used in business for tax purposes, and the netting of long-term assets, such as buildings against long-term liabilities, like accrued vacation and sick leave, present both a more complex, as well as long-term picture of the governmental unit's fiscal health. Its objective is to alert citizens and governing boards to the costs and needs produced by aging infrastructure and unfunded future liabilities, thus showing the taxpayers there is a greater cost to operating a government than just the present year's operation.

**BAREFOOT BAY RECREATION DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended September 30, 2021**

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

The *notes to the financial statements* provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found after the Statement of Activities and Governmental Fund Revenues, Expenditures and Change in Fund Balance.

**Financial Analysis**

As noted earlier, net position may serve, over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities and deferred inflows by \$11,477,050 at the close of the fiscal year ended September 30, 2021.

As shown in the upcoming table, the largest portion of the District's net position (82%) reflects its investment in capital assets (e.g., land, buildings, improvements, machinery, equipment, and intangibles) less any related debt used to acquire those assets. The District uses these capital assets to provide service to its citizens; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The remaining balance of unrestricted net position of \$2,039,522 is available to meet the District's obligations to citizens.

At the close of fiscal year ended September 30, 2021, there was a \$477,978 increase in total net position from the prior year. The net investment in capital asset increased by \$725,464 mostly due to recreation improvements and equipment replacement. Unrestricted net position decreased by \$247,486 due to changes in the District's total OPEB liability and compensated absences.

**The District's Net Position**

<b>ASSETS</b>	<b><u>FY 21</u></b>	<b><u>FY 20</u></b>
Current and Other Assets	\$ 2,306,006	\$ 2,586,742
Capital Assets, Net	9,458,141	8,825,224
<b>Total Assets</b>	<b>11,764,147</b>	<b>11,411,966</b>
<b>DEFERRED OUTFLOWS</b>		
Deferred Outflows - OPEB	8,279	9,276
<b>LIABILITIES</b>		
Current and Other Liabilities	112,198	212,161
Long-Term Liabilities	173,777	202,561
<b>Total Liabilities</b>	<b>285,975</b>	<b>414,722</b>
<b>DEFERRED INFLOWS</b>		
Deferred Inflow - OPEB	9,401	7,448
<b>NET POSITION</b>		
Net Investment in Capital Assets	9,437,528	8,712,064
Unrestricted	2,039,522	2,287,008
<b>Total Net Position</b>	<b>\$ 11,477,050</b>	<b>\$ 10,999,072</b>

**BAREFOOT BAY RECREATION DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended September 30, 2021**

Total assets increased by \$352,181, which consisted of a \$280,736 decrease in current and other assets, mostly as cash that is available for maintaining operations being offset by an increase in capital assets of \$632,917 for additional capital improvements and equipment acquisitions. Total liabilities decreased by \$128,747, which consisted of a \$99,963 decrease in Current Liabilities, the vast majority of which was for a reduced accounts payable, combined with a \$28,784 decrease in long-term liabilities due mostly to scheduled debt service and capital lease payments.

In fiscal year 2021, there was an overall increase in the District's net position of \$477,978 which was in line with the increase in the net investment in capital assets. Revenues were the same as in prior year despite minor increases of \$36,132 in assessments and \$40,633 of other income offset by a \$70,255 decrease in investment income. Expenses declined by \$49,950 as many services continue to be shut down or minimized during the COVID-19 pandemic.

**The District's Changes in Net Position**

<b>Revenues</b>	<b><u>FY 21</u></b>	<b><u>FY 20</u></b>
Program Revenues		
Assessments	\$ 3,993,049	\$ 3,956,917
Charges for Services	1,611,816	1,614,070
Operating Grants and Contributions	1,709	-
Capital Grants and Contributions	-	5,696
General Revenues		
Investment Income	12,339	82,594
Other	387,353	346,720
Total Revenues	<u>6,006,266</u>	<u>6,005,997</u>
<b>Expenses</b>		
General Government	5,527,808	5,577,033
Interest on Long-Term Debt	480	1,205
Total Expenses	<u>5,528,288</u>	<u>5,578,238</u>
Change in Net Position	477,978	427,759
Net Position – Beginning	10,999,072	10,571,313
Net Position – Ending	<u>\$ 11,477,050</u>	<u>\$ 10,999,072</u>

**Financial Analysis of the District's Fund**

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental fund.** The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balance of *spendable* resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *General Fund* is the operating fund of the District. At the end of fiscal year 2021, unassigned fund balance was \$1,951,059 while the total fund balance reached \$2,193,808. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 32% of total fiscal year 2021 General Fund expenditures. Total fund balance represents 35% of total fiscal year 2021 General Fund expenditures.

**BAREFOOT BAY RECREATION DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended September 30, 2021**

The total fund balance of the District's General Fund decreased during the fiscal year ended September 30, 2021 by \$180,773 primarily due to capital asset expenditures, as District services and amenities were reduced or shutdown during the COVID-19 pandemic closures. The General Fund met its required minimum fund balance of \$1,090,013 for fiscal year 2021. Additional information can be found in Note 1.

**General Fund Budgetary Highlights**

The General Fund original budgeted expenditures were increased by \$1,036,612 during fiscal year ended September 30, 2021 primarily for additional capital carryforward funds from the prior year. Actual expenditures were less than the final budget by \$2,477,201. This was mostly attributed to a decrease in general government expenditures due to reduced services.

The following schedule shows the differences between the General Fund's actual revenues and expenditures and its amended budget:

	<u>Actual Amount</u>	<u>Final Budget Amount</u>	<u>Variance</u>
<b>EXPENDITURES</b>			
General Government	\$ 4,974,307	\$ 7,485,675	\$ 2,511,368
Debt service	30,856	31,187	331
Capital outlay	1,181,876	1,147,378	(34,498)
Total	<u>\$ 6,187,039</u>	<u>\$ 8,664,240</u>	<u>\$ 2,477,201</u>
 <b>REVENUES</b>			
Assessments	\$ 3,993,049	\$ 3,984,618	\$ 8,431
Charges for services	1,611,816	2,325,987	(714,171)
Operating grant and contributions	1,709	-	1,709
Investment income	12,339	16,800	(4,461)
Other	387,353	313,573	73,780
Total	<u>\$ 6,006,266</u>	<u>\$ 6,640,978</u>	<u>\$ (634,712)</u>

**Capital Assets and Long-Term Debt**

Capital Assets

Capital asset management is divided between major systems turned over to Brevard County, which includes streets, roads and utilities; and those assets that the District is directly responsible for, which consists of all the common areas and recreational facilities regarded as amenities by the residents. The District's investment in capital assets (net of accumulated depreciation/amortization) for its governmental activities as of September 30, 2021 amounts to \$9,458,141, an increase of \$632,917 from the prior year. This investment in capital assets includes land, buildings, improvements other than buildings, machinery and equipment, vehicles, and construction in progress.

**BAREFOOT BAY RECREATION DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended September 30, 2021**

The following table presents the capital assets of the District at September 30, 2021, and 2020:

	<b>Governmental Activities</b>	
	<b>FY 21</b>	<b>FY 20</b>
Land	\$ 4,292,933	\$ 4,292,933
Construction in Progress	1,080,126	236,488
Buildings and Improvements	10,146,017	10,350,478
Software	-	25,800
Machinery, Furniture and Equipment	1,175,624	1,141,345
	16,694,700	16,047,044
Less Accumulated Depreciation and Amortization	(7,236,559)	(7,221,820)
Capital Assets, net	\$ 9,458,141	\$ 8,825,224

Additional information on the District's capital assets can be found in Note 3.

**Long-Term Debt**

At the end of the current fiscal year, the District had total loans payable of \$0 and capital lease payable of \$4,153. The District's total outstanding long-term debt decreased \$30,376 for scheduled debt service payments. Additional information on the District's long-term debt can be found in Note 3.

**Economic Factors and Next Year's Budget and Rates**

A successful budgeting effort to control operating expenditures and an improvement in overall revenues contributed a positive impact on the overall District financial position during the fiscal year ended September 30, 2021. For fiscal year 2022, the assessment rate was increased by \$10 per year to \$826 per lot as a function of an agreement with Brevard County Board of County Commissioners. The COVID-19 pandemic continues to cause some changes to District services, and the final impact to revenues and expenditures for 2022 is still unknown.

**Request for Information**

The financial report is designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions concerning any of the information provided in this report or need additional financial information, contact the District's Community Manager or Finance Manager at 625 Barefoot Boulevard, Bldg. F, Barefoot Bay, Florida 32976; or call (772) 664-3141; or visit our website at: [www.bbrd.org](http://www.bbrd.org).

## **BASIC FINANCIAL STATEMENTS**



# BAREFOOT BAY RECREATION DISTRICT

## STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET

September 30, 2021

	General Fund	Adjustments (Note 2)	Statement of Net Position
<b>ASSETS</b>			
Cash and cash equivalents	\$ 1,967,789	\$ -	\$ 1,967,789
Receivables, net	62,251	-	62,251
Due from other governments	2,217	-	2,217
Inventories	54,458	-	54,458
Prepays	188,291	-	188,291
Other asset	31,000	-	31,000
Capital assets, nondepreciable	-	5,373,059	5,373,059
Capital assets, depreciable, net	-	4,085,082	4,085,082
TOTAL ASSETS	<u>2,306,006</u>	<u>9,458,141</u>	<u>11,764,147</u>
<b>DEFERRED OUTFLOWS</b>			
OPEB	-	8,279	8,279
TOTAL DEFERRED OUTFLOWS	<u>-</u>	<u>8,279</u>	<u>8,279</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS	<u>\$ 2,306,006</u>	<u>\$ 9,466,420</u>	<u>\$ 11,772,426</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 69,764	\$ -	\$ 69,764
Accrued payroll and related liabilities	21,532	-	21,532
Retainage payable	2,735	-	2,735
Due to other governments	8,114	-	8,114
Unearned revenue	3,276	-	3,276
Escrow deposits	6,777	-	6,777
Noncurrent liabilities:			
Due within one year	-	42,934	42,934
Due in more than one year	-	130,843	130,843
TOTAL LIABILITIES	<u>112,198</u>	<u>173,777</u>	<u>285,975</u>
<b>DEFERRED INFLOWS</b>			
OPEB	-	9,401	9,401
TOTAL DEFERRED INFLOWS	<u>-</u>	<u>9,401</u>	<u>9,401</u>
<b>FUND BALANCE / NET POSITION</b>			
<b>FUND BALANCE</b>			
Nonspendable for inventories and prepaids	242,749	(242,749)	-
Unassigned	1,951,059	(1,951,059)	-
TOTAL FUND BALANCE	<u>2,193,808</u>	<u>(2,193,808)</u>	<u>-</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE	<u>\$ 2,306,006</u>		
<b>NET POSITION</b>			
Net investment in capital assets		9,437,528	9,437,528
Unrestricted		2,039,522	2,039,522
TOTAL NET POSITION		<u>\$ 11,477,050</u>	<u>\$ 11,477,050</u>

*The accompanying notes are an integral part of the financial statements.*

# BAREFOOT BAY RECREATION DISTRICT

## STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE

For the Year Ended September 30, 2021

	General Fund	Adjustments (Note 2)	Statement of Activities
REVENUES			
Assessments	\$ 3,993,049	\$ -	\$ 3,993,049
Charges for services	1,611,816	-	1,611,816
Operating grants and contributions	1,709	-	1,709
Investment income	12,339	-	12,339
Other miscellaneous	387,353	-	387,353
TOTAL REVENUES	<u>6,006,266</u>	<u>-</u>	<u>6,006,266</u>
EXPENDITURES / EXPENSES			
General government/recreation	4,974,307	44,907	5,019,214
Debt service:			
Principal	30,376	(30,376)	-
Interest	480	-	480
Depreciation	-	508,594	508,594
Capital outlay	1,181,876	(1,181,876)	-
TOTAL EXPENDITURES / EXPENSES	<u>6,187,039</u>	<u>(658,751)</u>	<u>5,528,288</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(180,773)</u>	<u>180,773</u>	<u>-</u>
CHANGE IN FUND BALANCE / CHANGE IN NET POSITION	(180,773)	658,751	477,978
FUND BALANCE / NET POSITION BEGINNING OF THE YEAR	<u>2,374,581</u>	<u>8,624,491</u>	<u>10,999,072</u>
FUND BALANCE / NET POSITION END OF THE YEAR	<u><u>\$ 2,193,808</u></u>	<u><u>\$ 9,283,242</u></u>	<u><u>\$ 11,477,050</u></u>

*The accompanying notes are an integral part of the financial statements.*

# **BAREFOOT BAY RECREATION DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

**September 30, 2021**

### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **Financial Reporting Entity**

The Barefoot Bay Recreation District (the “District”) is a special independent taxing district created by Ordinance Number 84-05 of the Board of County Commissioners of Brevard County, Florida, on January 12, 1984, in accordance with Sections 34 through 38 of Chapter 83-204, Laws of Florida, under the authority granted by Section 418.30, Florida Statutes. The District was established to acquire, operate, and maintain the facilities of the mobile home recreation park.

The financial statements of the District have been prepared in conformity with U.S. generally accepted accounting principles, as applied to governmental units. The more significant of the government’s accounting policies are described below.

The accompanying financial statements present the financial position and results of operations of the applicable funds controlled by or dependent upon the District. In evaluating the District as a reporting entity, management has considered all potential component units for which the District may or may not be financially accountable and, as such, would be includable within the District’s financial statements. No component units exist which would require inclusion in the District’s financial statements.

#### **Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the District. The District only has governmental activity and does not engage in any business-type activity. Direct expenses are those that are clearly identifiable with a specific function or segment. General revenues include ad valorem taxes and interest income. Fund financial statements are presented for the District’s general fund.

The statement of activities demonstrates the degree to which the direct expenses of a given function, or segments, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Maintenance assessments, golf membership fees, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the General Fund as a major governmental fund. The General Fund is the general operating fund of the District and is used to account for all financial resources, except for those required to be accounted for in another fund.

*Program revenues* are 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues, rather than as program revenues. Likewise, *general revenues* include all taxes.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. For unrestricted resources, the District considers that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

### **Budgetary Information**

An annual budget is prepared for the General Fund of the District. The annual operating budget is prepared on a basis consistent with generally accepted accounting principles. The Board of Trustees adopts a budget resolution on or before July 1, to fix the amount of the assessment and maintenance fee needed for the operation of the District for the next ensuing fiscal year.

## **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)**

### ***Budgetary Information (Continued)***

The budget, as adopted, may only be amended through formal approval (resolution) by the Board of Trustees. Budget transfers that do not either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager and approved by the Community Manager without formal approval by the Board of Trustees. Any revisions that increase the total appropriations of the District must be approved by the Board of Trustees. Annual budget appropriations lapse at the end of each fiscal year.

### ***Assets, Liabilities, and Net Position or Fund Balance***

#### ***Cash and Cash Equivalents***

Cash and cash equivalents consist of cash on hand, demand deposits, and investments in the State Board of Administration (“SBA”) Florida PRIME (“Florida PRIME”). Florida Statutes require the District to deposit public funds in qualified public depositories. Cash deposits as of September 30, 2021, are insured by federal depository insurance and the Public Depository Trust Fund.

#### ***Inventories and Prepaids***

Inventories are stated at cost (first-in, first-out method). Inventories of governmental funds are accounted for under the consumption method. Prepaids represent payments made to vendors for services that will benefit beyond September 30, 2021. These payments are recorded as expenditures when consumed rather than when purchased.

#### ***Capital Assets***

Capital assets include property, property improvements, equipment, and software. Capital assets purchased in the General Fund are recorded as expenditures at the time of purchase. Gifts or contributions are recorded at acquisition value at the time received. It is the policy of the District to capitalize property, improvements, equipment and software over \$2,000. Capital assets are depreciated or amortized using the straight-line method over the estimated useful lives of the various classes of capital assets, which ranges from 5 - 40 years.

#### ***Compensated Absences***

The District records the vested portion of accumulated, unused compensated absences at year-end based on each employee’s unused hours and rate of pay, including the District’s share of payroll taxes. All compensated absences are accrued when incurred in the government-wide financial statements as accrued liabilities. A liability for these amounts is reported in governmental funds only if they have matured (for example, as a result of employee resignations or retirements).

#### ***Unearned Revenue***

Unearned revenue at September 30, 2021 primarily consists of unredeemed golf club and restaurant/lounge gift certificates.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

### **Assets, Liabilities and Net Position or Fund Balance (*Continued*)**

#### ***Long-Term Obligations***

In the government-wide financial statements, long-term debt and other long-term obligations including compensated absences and other postemployment benefits (“OPEB”) are reported as liabilities in the applicable governmental activities.

#### ***Deferred Outflows/Inflows of Resources***

Deferred outflows and inflows of resources represent an acquisition or reduction of net position that applies to future periods and will not be recognized as an outflow of resources (expense) or inflow of resources (revenue) until that applicable time. On September 30, 2021, the District recorded deferred outflows and inflows related to OPEB in accordance with Governmental Accounting Standards Board (“GASB”) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*.

#### ***Fund Balance***

In accordance with accounting standards, the District classified governmental fund balances as follows:

Non-spendable Fund Balance - represents fund balance that is (a) not in a spendable form such as prepaid items and inventories or (b) legally or contractually required to be maintained intact such as an endowment. There was a \$242,749 non-spendable fund balance at September 30, 2021.

Restricted Fund Balance - consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources. There was no restricted fund balance at September 30, 2021.

Committed Fund Balance - self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the Board of Trustees, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint. The Board of Trustees can establish, modify, or rescind committed fund balance through the formal approval of a resolution. There was no committed fund balance at September 30, 2021.

Assigned Fund Balance - amounts that are subject to a purpose constraint that represents an intended use established by the Board of Trustees or by its designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund. Formal action is *not* necessary to impose, remove, or modify a constraint in Assigned Fund Balance. Additionally, this category could be used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year’s budget. The Board has not formally appointed anyone with the authority to assign fund balance. There was no assigned fund balance at September 30, 2021.

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Fund Balance (Continued)

#### Fund Balance (Continued)

Unassigned Fund Balance - represents the residual classification or fund balance and includes all spendable amounts not contained within the other classifications of the General Fund. There was a \$1,951,059 unassigned fund balance at September 30, 2021.

Minimum Fund Balance Policy - on June 28, 2016, the Board of Trustees approved Resolution 2016-11 that established the District's minimum unassigned fund balance policy for the General Fund. The District shall establish a minimum unassigned fund balance equivalent to twenty percent (20%) of the subsequent fiscal year's budgeted expenditures less amounts needed for repairs and maintenance, capital outlays, and transfers out. The District met this threshold at September 30, 2021.

## NOTE 2 - RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Adjustments were made to include capital assets (net of accumulated depreciation), long-term liabilities and deferred inflows for OPEB on the statement of net position. This resulted in a net difference between ending governmental fund balances and total net position of \$9,283,242.

Ending governmental fund balances	\$ 2,193,808
Capital assets, net	9,458,141
Deferred outflow - OPEB	8,279
Deferred inflow - OPEB	(9,401)
Long-term liabilities	(173,777)
Total net position	<u>\$11,477,050</u>

Adjustments were made to include depreciation and amortization expense; record the increase in long-term compensated absences and OPEB; and eliminate capital outlay expenditures and long-term debt principal expenditures on the statement of activities. This resulted in a net difference between "excess (deficiency) of revenues over (under) expenditures" and "change in net position" of \$658,751.

Change in fund balance	\$ (180,773)
Less: Depreciation expense	(508,594)
Change in other long-term liabilities	(4,542)
Add: Capital outlay expenditures	1,181,876
Loss on disposal of capital assets	(40,365)
Long-term debt principal expenditures	30,376
Change in net position	<u>\$ 477,978</u>

## NOTE 3 - DETAILED NOTES ON ALL FUNDS

### Deposits and Investments

At September 30, 2021, the carrying value of demand deposits amounted to \$1,265,428, and the bank balance was \$1,298,053. All deposits with financial institutions were 100% insured by federal depository insurance or by collateral pursuant to the Public Depository Security Act of the State of Florida.

Funds invested with the SBA Florida PRIME are fully secured by Government Securities, as required by Florida Statutes, Chapter 215.47. The Florida PRIME pool shares are reported at amortized cost and meet the requirements of GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, which establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost.

There are no limitations or restrictions on withdrawals from the Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the fund's executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours. There are no redemption fees, maximum transaction amounts or other requirements that serve to limit access to account balances. The Office of the Auditor General of the State of Florida performs the operational audit of the activities and investments of the Florida PRIME.

The District's balance in the Florida PRIME at September 30, 2021 was \$699,861. The Florida PRIME had a dollar weighted average days to maturity ("WAM") of 49 days as of September 30, 2021. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM.

Interest Rate Risk - To mitigate interest rate risk, the District's investment policy requires that the investment portfolio structure maturities to meet the District's cash needs for ongoing operations and that operating funds be invested primarily in short-term securities.

Credit Risk - To mitigate credit risk, the District's investment policy limits the minimum credit quality of investments, as rated by nationally recognized statistical rating organizations ("NRSROs"). The District primarily invests in the Florida PRIME. The Florida PRIME's rating at September 30, 2021 was AAAm with Standard & Poor's.

Concentration of Credit Risk - To mitigate concentration of credit risk, the District diversifies its investments to an extent that is practical given the safety of investments and associated return, in compliance with its investment policy.

### Accounts Receivable

Receivables as of year-end for the District's General Fund amounted to \$167,414, less an allowance for uncollectible accounts of \$(105,163). This primarily includes amounts for prior billed assessments and current DOR enforcement fees.



**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)****Capital Assets**

Capital asset activity for the fiscal year ended September 30, 2021, was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 4,292,933	\$ -	\$ -	\$ 4,292,933
Construction in Progress	236,488	874,061	(30,423)	1,080,126
Total capital assets not being depreciated	4,529,421	874,061	(30,423)	5,373,059
Capital assets being depreciated and amortized:				
Buildings	2,793,727	-	-	2,793,727
Improvements	7,556,751	159,262	(363,723)	7,352,290
Equipment	1,141,345	148,553	(114,274)	1,175,624
Software	25,800	-	(25,800)	-
Total capital assets being depreciated	11,517,623	307,815	(503,797)	11,321,641
Less accumulated depreciation and amortization for:				
Buildings	1,017,231	71,864	-	1,089,095
Improvements	5,436,824	311,641	(353,781)	5,394,684
Equipment	741,965	125,089	(114,274)	752,780
Software	25,800	-	(25,800)	-
Total accumulated depreciation and amortization	7,221,820	508,594	(493,855)	7,236,559
Governmental activities capital assets, net	<u>\$ 8,825,224</u>	<u>\$ 673,282</u>	<u>\$ (40,365)</u>	<u>\$ 9,458,141</u>

Depreciation and amortization expense for governmental activities was allocated to the General Government/Recreation function of the District.

**Long-Term Liabilities*****Changes in Long-Term Liabilities***

Changes in long-term liabilities for the fiscal year ended September 30, 2021 consists of the following:

<u>Description</u>	<u>2020 Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>2021 Balance</u>	<u>Due Within One Year</u>	<u>Long-Term Portion</u>
<b><u>Governmental Activities</u></b>						
Loan Payable	\$ 28,660	\$ -	\$ (28,660)	\$ -	\$ -	\$ -
Capital Lease	5,869	-	(1,716)	4,153	1,794	2,359+
OPEB	30,574	1,916	-	32,490	-	32,490
Compensated Absences	137,458	117,118	(117,442)	137,134	41,140	95,994
	<u>\$ 202,561</u>	<u>\$ 119,034</u>	<u>\$ (147,818)</u>	<u>\$ 173,777</u>	<u>\$ 42,934</u>	<u>\$ 130,843</u>

Compensated absences and other postemployment benefits for governmental activities will be liquidated in future periods by the General Fund.

**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)****Loan Payable**

The Capital Bank loan was acquired in 2016 to fund stormwater improvement projects and the purchase of equipment needed for that project. The loan had a fixed interest rate of 2.06%, maturity date of July 26, 2021, and no pledge of specific revenues or assessments. The remaining balance of \$28,660 principal and \$274 interest was paid in 2021.

**Capital Lease**

The District entered into a capital lease agreement with Yamaha Motor Finance Corp for the acquisition of an ADA compliant golf cart. The interest rate is 4.68% on \$7,106 initial purchase. The remaining principal and interest payments due on the capital lease are as follows:

<u>Fiscal Year</u>		
<u>Ended</u>	<u>Principal</u>	<u>Interest</u>
2022	\$ 1,794	\$ 150
2023	1,876	68
2024	483	4
	<u>\$ 4,153</u>	<u>\$ 222</u>

**Property Held for Lease**

The District is the lessor of commercial real estate under operating leases expiring in various years through December 2026. Leasing activities and related assets and liabilities are accounted for in the General Fund. Leased property as of September 30, 2021 is summarized as follows:

Land	\$ 217,123
Buildings and improvements	961,931
	<u>1,179,054</u>
Less accumulated depreciation	<u>(681,393)</u>
	<u>\$ 497,661</u>

Minimum future rentals to be received on noncancelable leases as of September 30, 2021 are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2022	\$ 95,848
2023	96,447
2024	96,843
2026	74,297
2026	44,910
Thereafter	-
Total	<u>\$ 408,345</u>

Minimum future rentals do not include amounts to be received for common area maintenance or real estate taxes under certain leases. Amounts received for rent and such additional charges were \$122,827 for fiscal year 2021.

**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)**

**Other Postemployment Benefits**

***Plan Description***

The District reports a liability, for certain postemployment healthcare and life insurance benefits provided by the District.

The Other Postemployment Benefit Plan (“OPEB Plan”) is a single-employer, defined-benefit plan administered by the District. Retirees and eligible dependents may continue to participate in the District’s medical insurance plan. The District subsidizes the premium rates paid by retirees by allowing them to participate in the plan at blended group premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher cost to the plan than active employees.

Retirees and their dependents are permitted to remain covered under the District’s respective medical and prescription plans as long as they pay a full premium applicable to coverage elected. This conforms to the minimum required of Florida governmental employers per Ch. 112.0801, F.S. The OPEB Plan does not issue a stand-alone report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB No. 75.

At September 30, 2021, the following employees were covered by the benefit terms:

Retirees and Beneficiaries	-
Inactive, Nonretired Members	-
Active Members	<u>21</u>
Total	<u><u>21</u></u>

***Plan Benefit Terms and Contributions (Benefit Payment Reductions)***

All employees of the District are eligible for benefits under the OPEB Plan and are fully vested after five years of service. Eligible retirees and their dependents may choose the same medical plan options available to active employees. All medical coverage is primary to Medicare for retirees and dependents eligible for Medicare. Benefit terms for the District are established and may be amended through action by the District Board.

Contributions (benefit payment reductions) to the OPEB Plan are required from retirees to maintain coverage for themselves and eligible dependents. Contribution requirements of the District are established and may be amended through action of the District Board.

**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)**

**Other Postemployment Benefits (Continued)**

***Total OPEB Liability and Changes in Total OPEB Liability***

The measurement date for the District's total OPEB liability was September 30, 2020. The measurement period for OPEB cost was October 1, 2019 to September 30, 2020. The components of the District's total OPEB Liability reported as of September 30, 2021 are as follows.

Total OPEB Liability	\$ 32,490
OPEB Plan Fiduciary Net Position	-
District's Total OPEB Liability	\$ 32,490
OPEB Plan Fiduciary Net Position as % of Total Net Position	0.00%

The components of the changes in the total OPEB liability is as follows:

	Fiscal Year 2021
Total OPEB liability	
Service cost	\$ 4,031
Interest	952
Difference between expected and actual experience	-
Change of assumptions and other inputs	(3,067)
Net change in total OPEB liability	1,916
Total OPEB liability - Beginning	30,574
Total OPEB liability - End	\$ 32,490

The following assumptions changes have been reflected in the Schedule of Changes in the Total OPEB Liability for the measurement year ended September 30, 2020:

- The discount rate was changed from 2.75% to 2.41%.
- Per capita costs and premiums updated based on information provided.
- Assumed ultimate rate of inflation was not revised from 2.25% and the healthcare cost trend assumption was revised to reflect the trend of 3% for 2020, 6.25% for 2021, then gradually decreasing to an ultimate trend rate of 3.99%.
- Changes in demographic assumptions developed in a statewide experience study conducted by the Florida Retirement System covering the period 2013 through 2018 and adopted for its July 1, 2020 valuation.

**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)****Other Postemployment Benefits (Continued)*****Actuarial Assumptions and Total OPEB Liability Sensitivity to Healthcare Trend Rate***

The total OPEB liability reported at September 30, 2021 was based on an actuarial valuation dated September 30, 2019 rolled forward to September 30, 2020 using the following actuarial assumptions:

Inflation	2.25%
Discount rate	2.41%
Salary increases	Salary increase rates used in the July 1, 2020 actuarial valuation of the Florida Retirement System; 3.4% - 7.8%, including inflation
Mortality rates	Based on rates used in the July 1, 2019 actuarial valuation of Florida Retirement System (statewide experience study from 2013 – 2018)
Healthcare trend	Based on Getzen Model – with trend starting at 3.00% for 2020 (to reflect actual increase), 6.25% for 2021, then gradually decreasing to an ultimate trend rate of 3.99%

The development of initial per capita costs included aging factors based on the 2013 Society of Actuaries Study “Health Care Costs – From Birth to Death.” Administrative expenses are included in the per capita health costs.

The following table presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using a healthcare trend rate that is one percentage-point lower or one percentage-point higher than the current rate:

1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
\$ 26,764	\$ 32,490	\$ 39,755

***Discount Rate and Total OPEB Liability Sensitivity to Discount Rate***

The discount rate used to measure the total OPEB liability reported at September 30, 2021 was 2.41%. Because the District’s OPEB costs are essentially funded on a pay-as-you-go funding structure, a municipal bond rate was used to determine the total OPEB liability for the OPEB Plan. The Fidelity 20-year Municipal GO AA Index was adopted for this purpose.

The following table presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate:

1% Decrease 1.41%	Current Discount Rate Assumption 2.41%	1% Increase 3.41%
\$ 36,681	\$ 32,490	\$ 28,699

**NOTE 3 - DETAILED NOTES ON ALL FUNDS (Continued)****Other Postemployment Benefits (Continued)*****OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources related to OPEB***

For the fiscal year ended September 30, 2021, the District recognized OPEB expense of \$4,866. At September 30, 2021, the District has deferred outflows/inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows of Resources
Difference between expected and actual experience	\$ -	\$ 5,468	\$ (5,468)
Change of assumptions and other inputs	8,279	3,933	4,346
Total	<u>\$ 8,279</u>	<u>\$ 9,401</u>	<u>\$ (1,122)</u>

Deferred inflows of resources shown above will be recognized in OPEB expense in the following years:

<u>Year Ending September 30,</u>	<u>Net Deferred Outflows of Resources</u>
2022	\$ (117)
2023	(117)
2024	(117)
2025	(117)
2026	(117)
Thereafter	<u>(537)</u>
	<u>\$ (1,122)</u>

**Employee Defined Contribution Plan**

The District allows full time employees to participate in a 401(a) qualified retirement plan administered by ICMA Retirement Corporation. Contributions to the plan are made on a pre-tax basis. Benefit terms, including contribution requirements, are established and amended by the Board of Trustees. For each participating employee, the District contributes 3% of annual compensation, and employees contribute 3% of annual compensation. For the fiscal year ended September 30, 2021, the District recognized pension expense of \$17,108 with \$719 applied forfeitures. Employee contributions to the 401(a) plan were \$24,722 for the fiscal year ended September 30, 2021.

**Deferred Compensation Plan**

The District offers its employees a deferred compensation plan created in accordance with Section 457, Internal Revenue Code. The plan, which is available to all full-time employees through ICMA, permits employees to defer a portion of their salary until future years. There were no employee contributions to the 457 plan for the fiscal year ended September 30, 2021.

## NOTE 4 - OTHER INFORMATION

### Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage and destruction of assets; errors and omissions; and natural disasters. To limit its exposure to these risks, the District purchases coverage for general liability, auto liability, and property insurance from the Florida Municipal Insurance Trust. Participants in the program are billed annually for their portion of the cost of the program adjusted for actual experience during the period of coverage.

Participants are not assessed for unanticipated losses incurred by the program. Net premiums paid by the District during the fiscal year ended September 30, 2021 totaled \$132,743. The District also pays premiums for workers' compensation insurance to the Florida Municipal Insurance Trust. Net premiums paid for this coverage totaled \$23,595 for the fiscal year ended September 30, 2021.

### Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures, which may be disallowed by the grantor, cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

### Operating Lease

In January 2017, the District entered into an operating lease for golf carts. Monthly rental payments were \$2,013. The agreement was terminated early by both parties, and a new agreement was entered in January 2021 for 48 months with a monthly payment of \$2,186. The District spend \$26,235 in golf cart lease expenditures for the fiscal year.

Future minimum lease payments for the new lease for fleet golf carts are as follows:

<u>Fiscal Year</u>	<u>Total</u>
2022	\$ 26,235
2023	26,235
2024	<u>6,559</u>
Total	<u>\$ 59,029</u>

### Litigation

Various lawsuits and claims in the ordinary course of the District's operations are pending. The District is also party to litigation under which it may be required to pay certain monies upon the decision of the courts. However, it is the opinion of the District's attorney that the potential amount of the District's liability in these matters cannot be determined. Accordingly, no provision has been made in the basic financial statements for these contingencies.

**NOTE 4 - OTHER INFORMATION** *(Continued)*

**Other Contingencies**

The COVID-19 pandemic has created economic disruptions throughout the country. The District expects to continue to experience decreased user fees as activities are shut down or minimized. The ultimate effect of this declined activity is not quantifiable at this time.



## **REQUIRED SUPPLEMENTARY INFORMATION**

# BAREFOOT BAY RECREATION DISTRICT

## BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

For the Year Ended September 30, 2021

	<b>Budgeted Amounts</b>		<b>Actual</b>	<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Amounts</b>	<b>Final Budget</b>
				<b>Positive</b>
				<b>(Negative)</b>
<b>REVENUES</b>				
Assessments	\$ 3,984,618	\$ 3,984,618	\$ 3,993,049	\$ 8,431
Charges for services	2,325,987	2,325,987	1,611,816	(714,171)
Operating grants and contributions	-	-	1,709	1,709
Investment income	16,800	16,800	12,339	(4,461)
Other	300,223	313,573	387,353	73,780
<b>TOTAL REVENUES</b>	<b>6,627,628</b>	<b>6,640,978</b>	<b>6,006,266</b>	<b>(634,712)</b>
<b>EXPENDITURES / EXPENSES</b>				
General Government	7,372,938	7,485,675	4,974,307	2,511,368
Debt Service				
Principal	86,139	30,536	30,376	160
Interest	27,651	651	480	171
Capital outlay	140,900	1,147,378	1,181,876	(34,498)
<b>TOTAL EXPENDITURES / EXPENSES</b>	<b>7,627,628</b>	<b>8,664,240</b>	<b>6,187,039</b>	<b>2,477,201</b>
<b>EXCESS (DEFICIENCY) OF REVENUES</b>				
<b>OVER (UNDER) EXPENDITURES</b>	<b>(1,000,000)</b>	<b>(2,023,262)</b>	<b>(180,773)</b>	<b>1,842,489</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Proceeds of Loan	1,000,000	1,000,000	-	(1,000,000)
<b>TOTAL OTHER FINANCING SOURCES AND (USES)</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>(1,000,000)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES</b>				
<b>OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(1,023,262)</b>	<b>(180,773)</b>	<b>842,489</b>
<b>FUND BALANCES -</b>				
<b>BEGINNING OF THE YEAR</b>	<b>-</b>	<b>1,023,262</b>	<b>2,374,581</b>	<b>1,351,319</b>
<b>FUND BALANCES -</b>				
<b>END OF THE YEAR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,193,808</b>	<b>\$ 2,193,808</b>

Notes to the Schedule:

The budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles ("GAAP"). There is no difference between GAAP and the budgetary basis of accounting.

# BAREFOOT BAY RECREATION DISTRICT

## SCHEDULE OF CHANGES IN THE DISTRICT'S TOTAL OPEB LIABILITY AND RELATED RATIOS

Last 10 Measurement Years \*

	2021	2020	2019	2018
<b>Total OPEB Liability</b>				
Service cost	\$ 4,031	\$ 2,547	\$ 2,580	\$ 2,619
Interest	952	999	824	659
Difference between expected and actual experience	-	(6,786)	-	-
Change of assumptions and other inputs	(3,067)	10,273	(818)	(899)
Benefit payments	-	-	-	(117)
Net change in total OPEB liability	1,916	7,033	2,586	2,262
Total OPEB liability - beginning	30,574	23,541	20,955	18,693
Total OPEB liability - ending	<u>\$ 32,490</u>	<u>\$ 30,574</u>	<u>\$ 23,541</u>	<u>\$ 20,955</u>
 Covered employee payroll	 \$ 1,141,919	 \$ 947,709	 \$ 1,112,703	 \$ 665,651
 Total OPEB liability as a percentage of covered employee payroll	 2.85%	 3.23%	 2.12%	 3.15%

\* Fiscal year 2018 presents information on the Plan's measurement year ended September 30, 2017.

### Notes to the Schedule:

Note 1: Total OPEB Liability at the beginning of the initial period of implementation was developed by rolling back the liability from the measurement date as permitted by *Q&A 4.499* of the *Implementation Guide No. 2017-3*. Consequently, there was no difference between expected and actual experience.

Note 2: GASB 75 requires information for 10 years. However, until a full 10-year trend is compiled, the District is presenting information for only those years for which information is available.

Note 3: No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Note 4: Assumption changes occurred in the current fiscal year:  
The discount rate was decreased to 2.41% from 2.75%.

## **COMPLIANCE SECTION**



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees  
Barefoot Bay Recreation District  
Barefoot Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statements of governmental activities, and each major fund of Barefoot Bay Recreation District, Florida (the "District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated February 24, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

**MSL, P.A.**

Certified Public Accountants

Orlando, Florida  
February 24, 2022



## **INDEPENDENT ACCOUNTANT'S REPORT**

Board of Trustees  
Barefoot Bay Recreation District  
Barefoot Bay, Florida

We have examined Barefoot Bay Recreation District, Florida's (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District is in accordance with those requirements, in all material respects. An examination involves performing procedures to obtain evidence about the District's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

**MSL, P.A.**

Certified Public Accountants

Orlando, Florida  
February 24, 2022



## **INDEPENDENT AUDITOR'S MANAGEMENT LETTER**

Board of Trustees  
Barefoot Bay Recreation District  
Barefoot Bay, Florida

### **Report on the Financial Statements**

We have audited the financial statements of Barefoot Bay Recreation District, Florida (the "District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated February 24, 2022.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports which are dated February 24, 2022, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings in the preceding annual financial report.

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

### **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us apply appropriate procedures and communicate the results of our determination as to whether or not the District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Special District Component Units**

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the District reported:

- a) The total number of District employees compensated in the last pay period of the District's fiscal year as 125.
- b) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year as 11.
- c) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$2,360,314.
- d) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$1,010,499.
- e) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
  - i. Shopping Center Roof Replacement - \$184,000
- f) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes as \$1,036,612.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, *Rules of the Auditor General*, the District reported:

- a) The rate or rates of non-ad valorem special assessments imposed by the District as \$826.
- b) The total amount of special assessments collected by or on behalf of the District as \$3,970,632.
- c) The total amount of outstanding bonds issued by the District and the terms of such bonds as \$0.

### **Additional Matters**

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Board of Trustees  
Barefoot Bay Recreation District

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Trustees, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

**MSL, P.A.**

Certified Public Accountants

Orlando, Florida  
February 24, 2022

## Board of Trustees

Date:

## Meeting Agenda Memo

Friday, March 11, 2022

Title:

**Golf Course Sod Farm**

Section & Item:

11.B

Department:

Golf

Fiscal Impact:

TBD

Contact:

Bruce Amoss, 1st Vice Chair

Attachments:

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Discussion and possible action regarding Trustee Amoss' proposal to build a sod farm on the Golf Course.

### Background and Summary Information

Trustee Amoss asked that this item be placed on the agenda. He stated that ABM Superintendent Rick Jones will provide information to the BOT prior to the meeting (on or after March 10<sup>th</sup>).

The reader should note, that circa 2014 and earlier, the Golf Course had a very small sod farm (approximately 200 square feet) that was located in a low-lying area that held water all summer between holes #3 and #4. ABM eventually abandoned in place the sod farm as it was constantly choked full of weeds and could not be mowed during the rainy season. Said drainage problem was later improved by BBRD staff.

Staff requests direction regarding this matter.

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Kitchen Trailer (at Pool #1)**  
Section & Item: 11.C  
Department: R&M/Capital Projects  
Fiscal Impact: \$69,839.19 (FY22 Budget of \$64,600.00)  
Contact: Kathy Mendes, Food & Beverage Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: One Fat bid, UFT bid, Fud Trailer bid  
Reviewed by General  
Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for the purchase of a kitchen trailer to replace the screen grill area at Pool #1.

### Background and Summary Information

The FY22 Budget contains \$64,600 for the purchase of a commercial kitchen trailer at Pool #1. Historically, BBRD used the grills during special events to cook food for individual sales. Circa 2019 the interpretation of the food safety code changed prohibiting staff from cooking to order on the grills within the screen room. Hence, to return to per order cooking and expand the quality and quantity of menu items, staff requested a kitchen trailer as part of the FY22 Budget process which was approved by the BOT.

Staff solicited the following bids and physically inspected each model prior to the development of this agenda item:

\$64,965.00 One Fat Frog (18 feet trailer)  
\$69,192.19 United Food Truck (18 feet trailer)  
\$34,863.00 FUD trailer (16 feet trailer)

Staff believes the UFT model is the best option for BBRD primarily due to the following factors:

- Quicker delivery date than UFT model (April 22<sup>nd</sup> versus May-December for One Fat Frog and and 6-8 weeks for the FUD model). Staff believes an estimated \$12,000-\$16,000 in sales can be realized by the earliest delivery date as compared to later delivery dates
- More detailed bid information than One Fat Frog
- Longer trailer and better quality equipment than FUD model
- Two concession windows as compared to the One Fat Frog model
- Larger deep fryers than One Fat Frog Model

The R&M/Capital Department has sufficient available budget to cover the overage.

Hence, staff recommends the BOT award contract to United Food Truck, Inc. for a kitchen trailer in the amount of \$69,839.19 and instruct staff to execute a budget transfer from contingency to cover the overage.



# QUOTE

One Fat Frog Inc.  
2416 Sand Lake Rd  
Orlando FL 32809

INVOICE #:  
DATE: 02/11/22  
REPRESENTATIVE: Sales 02

SHIP TO:  
Kathy Mendes  
kathymendes@bbrd.org  
625 Barefoot Blvd  
Barefoot Bay FL 32976

BILL TO:  
Kathy Mendes  
kathymendes@bbrd.org  
625 Barefoot Blvd  
Barefoot Bay FL 32976

121772-571-72

Job	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
4969	CUST PICK UP	CSH	02/11/22	CSH	02/11/22

QTY.	COND.	MODEL NO.	DESCRIPTION		
			***** QUOTATION *****		
1		TRLR-8.5x18	18' Trailer		
1		ASM-TRLR-5200AX	5200 LB Axle Trailer Upgrade		
1		PKG-ELEC-L	Elec Pkg for 14' - 18' Air Conditioning Interior & Exterior Lighting		
1		PKG-GAS	Propane Gas Package 1 x 100LB Tanks Requisite Gas Lines & Hoses		
1		PKG-FRAM-8.5X18	Framing Package 8.5 x 18 Trlr		
1		PKG-PLUM-PLUS-G	Plumbing Package Plus-Gas 30G/40G Fresh/Grey Water Tank 3C & Handwash Sinks		
1		PKG-64X40WIND	64X40 CONCESSION WINDOW w/ Outside Service Shelf		
2		EQP-40PF	40 Lb Fryer		
1		EQP-36FG	36" Flat Griddle		
1		EQP-24CA	24" Charbroiler		
1		EQP-4BRN-RNGE	4 Burner Range with Oven		
2		EQP-24X24-TBL	24"W X 24"D Work Table		

(Continued on Page 2 )



# QUOTE

One Fat Frog Inc.  
2416 Sand Lake Rd  
Orlando FL 32809

INVOICE #:  
DATE: 02/11/22  
REPRESENTATIVE: Sales 02

SHIP TO:  
Kathy Mendes  
kathymendes@bbrd.org  
625 Barefoot Blvd  
Barefoot Bay FL 32976

BILL TO:  
Kathy Mendes  
kathymendes@bbrd.org  
625 Barefoot Blvd  
Barefoot Bay FL 32976

121772-571-72

Job	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
4969	CUST PICK UP	CSH	02/11/22	CSH	02/11/22

QTY.	COND.	MODEL NO.	DESCRIPTION		
			***** QUOTATION ***** (Page 2 )		
1		EQP-6030-ESTD	Equipment Stand, 60"Wx30"D		
1		PKG-HOOD-11	11' Hood Assembly Food Trck with fire suppression		
1		EQP-1DS-COOLR	1 Door SS Cooler		
1		EQP-1DU-FREEZR	1 Door Under Counter Freezer		
1		EQP-27SP-TABLE	27" Sand Prep Table		
1		*PARTS	Estabilizer		
1		EQP-4818SS-TBL	48"WX18"D SS TABLE		
			Subtotal		\$61,000.00
			Sales Tax		\$3,965.00
			Quote Total		\$64,965.00
			Add Wrap optional 5,300 Plus Tax		

This quote is valid for 7 (Seven) days from the date quoted. The prices listed are cash prices and are dependent upon certified funds. The availability of used items is dependent upon stock on hand. The Total price quoted does not include freight or installation. All used equipment at One Fat Frog has a 90-day limited parts & labor warranty. Additionally, One Fat Frog's used equipment is eligible for courtesy curbside local delivery. New equipment is covered by the manufacturer's terms of warranty. One Fat Frog is not responsible for delivery delays attributed to the manufacturer, distributor, natural disasters or acts of God. Discounted prices quoted reflect package pricing, and single-item pricing may vary. All sales are final. No refunds. No exchanges. No returns. No cancellations. This quote is only valid with a manager's signature

# UNITED FOOD TRUCK, LLC

8489 NW 64TH Street

Miami, FL, 33166

(786) 452 1392

Email.

robert@unitedfoodtruck.com

Food Truck Specialist

Robert

[www.unitedfoodtruck.com](http://www.unitedfoodtruck.com)



## Quote

Submitted on

3/4/2022

Invoice for

Quote #

Customer Name:

Phone.

1

Company name or Project

772 571 7121

Street address

Email.

Due date

625 Barefoot Blvd Barefoot Bay, FL 32976

kathymendes@bbrd.org

3/11/2022

### Description

Qty

Unit price

Total price

#### Kitchen Equipment Package:

24" Gas (4) Burner Restaurant Range w/ Standard Oven

(4) 30,000 btu open burners

removable cast iron grates

manual controls

full width grease trough

standard oven base

stainless steel high shelf with reinforced backguard riser

pressure regulator

stainless steel front sides

backguard & landing ledge

6" adjustable steel feet

144,000 btu cETLus ISO 9001

Made in North America

Warranty:

1 Year parts & labor

Brand: Asber USA

1

36" Countertop Manual Gas Griddle 5/8" Thick griddle plate

36"W x 32-1/4"D x 13"H

(3) 24,000 btu burner

5/8" thick polished steel griddle plate

manual controls

4"D grease trough

14 gauge stainless steel splash guard

pressure regulator

stainless steel front

sides & ledge adjustable feet

72,000 btu cETLus

Made in North America

Warranty:

1 Year parts & labor

Brand: Asber USA

1

24" Countertop Gas Radiant Charbroiler

Standard with reversible & removable cast iron grates

24"W (4) 16,000 btu burners

reversible & removable cast iron grates

cast iron angled radiants

manual controls

full width drip tray

pressure regulator

stainless steel burners

front sides & landing ledge

adjustable feet

64,000 btu cETLus ISO 9001

Made in North America

Warranty:

1 Year parts & labor

Brand: Asber USA

1

**16' FRYER 50LBS LPGAS**

Fryer, gas, floor model, tube-fired, 50 lb. oil capacity full tank, (3) 38,000 BTU burners, thermostatic control, millivolt temp control with 200° - 400°F range, 6' adjustable legs, stainless steel front and sides, 114,000 BTU, CSA Star, CSA Flame, NSF , Made in USA  
114,000 BTU

2

Warranty:

1 Year parts & labor

ROYAL RANGE

NSF APPROVED

**10' Stainless Steel Customized Extraction Hood With Stainless Steel Filters**

Features:

Stainless Steel 18GA 430

1

**HIGH SPEED DIRECT DRIVE EXHAUST FAN**

2200 CFM,

1/2 HP, 1 Phase, 115 V

5.6 AMPS

1

**HIGH SPEED DIRECT DRIVE EXHAUST FAN**

2200 CFM, 1608 RPM, 1 PH w/ Var. Speed Control

1/2 HP, 1 Phase, 115 V

5.6 AMPS

1

Installation and Labor included **SECOND UNIT**

Fire Suppression system Protex II 4.6 Gallons + Extinguisher class K and 10 B or C + Valve (CERTIFIED) (15 FLOW POINT)

1

**30" x 36" Work Table**

Features:

18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified)

(BASE 36" KITCHEN EQUIPMENT)

1

**24" x 30" Work Table**

Features:

18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified) (BASE 24" KITCHEN EQUIPMENT)

2

**30" x 48" Work Table**

Features:

18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified (Additinal work table)

1

**24" x 60" Work Table**

Features:

18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified)

1

SERVICE SIDE

**Refrigeration Package:****27"W x 30"D x 43"H Sandwich/Salad Top Prep Table, , self-contained refriger Asber APTS-27-8 (19085992)**

Includes (6) of 1/6 size & (2) 1/9 size pans self-contained refrigeration, (1) solid door, (1) adjustable epoxy coated shelf, includes (6) standard full set of 1/6 size pans & (2) 1/9 size pans (4" deep), insulated lid, 10" removable/reversible white poly cutting board, temperature from 33° to 41°, stainless steel interior & exterior, galvanized back panel, 4" swivel casters (2 with brakes), R-290 hydrocarbon refrigerant, 1/10 HP, cETLus, ETL-Sanitation,

Warranty:

1 Year parts & labor

5 year compressor Made in North America.

**27" 17 cu ft Single Door Reach-in Solid Door Refrigerator**

Features stainless steel interior & exterior

17 cu. ft. (1) solid door digital controller

(4) adjustable epoxy coated shelves

temperature from 33° to 38°

environmentally friendly R134A refrigerant

bottom mounted compressor

magnetic door gasket

stainless steel floor

interior and exterior

1/4 HP cETLus 2 AMPS

ETL-Sanitation

Made in North America

Warranty:

1 Year parts & labor

5 year compressor

Brand: Asber USA

1

**30 1/2" One Section Reach In Freezer -**

(1) Solid Door, 115v

NSF APPROVED

Kelvinator Commercial

Warranty 3-year Limited; 5-year Compressor

1

**Plumbing System Package:**

1

**Full Size Customized Plumbing Counter**

with stainless steel countertop, covered with stainless steel and door with locks

1

**12" Hand Sink + Faucet - With Splash Guards on sides and rear**

NSF Certified Materials

1

**36" Three compartment Drop In Sinks + Faucet**

NSF Certified Materials

1



36" W X 12" D Shelf W (2) Wall Brackets (dish rack)	1
30-Gallon Clear Water Tank Fresh / Drinking Water Safe BPA FREE NSF Certified Materials Tank & fittings made from DOW NSF International NSF/ANSI Std 61 approved Medium Density Polyethylene (MDPE) Resin UV-8 Stabilization Complies with U.S. FDA 21 CFR 177.1520 (c)3.1a	1
40-Gallon Black Water Holding Tank BLACK TANK Used for Human Waste or Gray Water MADE WITH Medium Density Polyethylene (MDPE) Resin SEAMLESS One piece seamless construction, no seams to burst RESISTANT Stain, Corrosion and Rust Resistant	1
110V Water pump 3.0 GPM	1
2.5-Gal Water Heater ETL certified Tank Volume: 2.5 gallons Heating Capacity 1440 Watts Hot and cold water feed No need for costly re-circulating lines and pumps Quick recovery time Adjustable temperature range 50F to 140F Voltage 110/120 Runs off 12 AMPS Single Phase Standard 1/2" NPT Connections	1
Water Inlet Valve	1
3" Hub Waste Valve Assembly with Cap	1
<b>Electrical Power System Package:</b>	1
Electric Panel 125 Amp / Space: #6 / Circuit: 12 Indoor Flush Mount Main Lug Load Center with Cover No Door	1
20 Amp Single Circuit Breaker	6
GFCI OUTLET (FOR SINK AREA)	1
Electrical Regular Outlets or electric points	8
ADD REGULAR OUTLET	4
Inside LED Lights	2
Outside LED flood Lights with Remote Control, Waterproof Dimmable Color Changing Floodlight, 16 Colors 4 Modes	2
Generator Power Inlet/Outlet Receptacle Socket with Cover	1
10 FEET Heavy Duty Generator Lock Extension Cord with UL Listed	1
<b>Gas lines System Package:</b>	1
Stationary Gas Connector Hose ANSI Z 21.24 / CSA 6.10 • ANSI Z 21.75 / CSA 6.27	3
Pig tails	1
Gas Regulators	1
100LBS Propane Tank (multi valve vertical gray - 46.6" tall, DIAM 15.1")	1
Aluminum propane tank cover with base	1
Third party Gas Lines Certification	1
ADD Regular Gas Line - Kitchen Side (Third party Gas Lines Certification Included)	2
ADD Propane Tanks (multi valve vertical gray - 46.6" tall, DIAM 15.1")	1
<b>Additional Equipment:</b>	
Standard Gas Powered Portable Generator 9000 Max Starting/7250 Running Watts (DB / Noise Level Rating:72 LOUD) DESCRIPTION: - 420cc / 13 HP air-cooled OHV gas engine - Electric start with recoil back up (electric start requires battery, it is included) - Runtime up to 13 hours @ 50% - Low oil indicator / low oil shutdown - Heavy duty 1-1/4 in. steel roll cage - UL listed circuit breakers - GFCI outlets (May Vary According to Electrical Consumption and Noise Level Rating Preference) QUIET OPTION AVAILABLE UPON REQUEST - PRICE VARIES	1
<b>IMPORTANT INFORMATION</b> GENERATORS MIGHT NOT BE ABLE TO FULFILL YOUR CONSUMPTION NEEDS	

**CONCESSION WINDOW****Series Awning Door & Service Window Combination Unit**

- 60" x 36" RO (cut-out size)
- 2-Sash Horizontal Slider
- 1/8" Clear Tempered Glass
- Sash Locks on Windows
- Sliding Screens (18 x 16 charcoal aluminum mesh)
- Mill Finish Frames
- WHITE Awning Door Panel
- Gas Springs on Awning Door
- Key Locks on Awning Door

1

**ADD CONCESSION WINDOW (SECOND UNIT)****Series Awning Door & Service Window Combination Unit**

- 60" x 36" RO (cut-out size)
- Layout Style # 18X
- 2-Sash Horizontal Slider
- 1/8" Clear Tempered Glass
- Sash Locks on Windows
- Sliding Screens (18 x 16 charcoal aluminum mesh)
- Long Life Glider Track System
- Mill Finish Frames
- WHITE Awning Door Panel
- Gas Springs on Awning Door
- Key Locks on Awning Door

1

(Labor and Installation Included)

**Self Closing Rear Door with Handle and MESH**

1

**12" x 24" Stainless Steel wall shelf**

1

**15,000 BTU Air Conditioner system**

(Heater NOT INCLUDED)

1

(Labor and Installation Included)

**Full 3M 18FT Trailer Customized Vinyl Wrap**

1

Price Includes design from scratch (up to 72 hrs. of design time), materials and installation.

**18' Custom Concession Trailer (18' L x 8' W x 74" H) Construction and Labor Package:**

1

**STRUCTURE:**

stainless steel screws, "torflex" suspension, tandem 4" spring axles (7000 lb gvw), electric breaks on each axle w/ breakaway cable & battery -235/80/16 radial tires, 2 5/16" ball coupler hitch, 7000 lb heavy duty lift jack, 12v. 7 blade trailer plug connector, 7' interior height, exterior screw less baked aluminum walls (no rivets) -exterior color: choice from stock or white, interior color: white, trailer fully insulated, aluminum interior walls, color of interior walls: white, bright diamond plated flooring, exterior grade 3/4" plywood subfloor, folding rv step.

1

**FEBRUARY PROMO 1 OF THE FOLLOWING ITEMS:**

- REFRIGERATED BAKERY DISPLAY
- ICE MAKER MACHINE
- CHEST FREEZER

1

ASK YOUR SALES REPRESENTATIVE WHICH ONE TO INCLUDE

Subtotal	\$70,192.19
PROMO FEB	\$1,000.00
<b>Subtotal W/ Discounts</b>	<b>\$69,192.19</b>
County Sales Tax 7%	\$0.00
FL Sales Tax 6%	\$0.00
County Sales Tax 7% (Florida Customers Only)	\$0.00
FL Sales Tax 6% (Florida Customers Only)	\$0.00
Trailer Registration	\$250.00
Temp.Tag Fee (out-state customer sonly)	\$0.00
DBPR Application (Florida Customers Only)	\$397.00
Less Deposit Received	\$0.00

**\$69,839.19****NOTES - PLEASE READ - TAXES NOT INCLUDED FOR OUT OF FL STATE BUYERS**

An initial \$1,000.00 is required to:

- Get a customized quote adjusted to the needs of your kitchen.
- This deposit will go toward the payment of the final total and is 100% refundable.

**Payment Schedule - 4 Phases****First Phase - 1st Payment: 10% to United Food Truck to:**

- Reserve the date of starting construction
- Establish final construction schedule and sign the Sales Agreement.
- Assist the client in confirming compliance of specific State Regulations. (ONLY AFTER SIGNED AGREEMENT)
- Begin Layout design, and make necessary or requested changes to the kitchen equipment. (ONLY AFTER SIGNED AGREEMENT)

**Second Phase - 2nd Payment: Approximately 35% of Total Build.**

- Begin Construction (ONLY AFTER SIGNED AGREEMENT)
- Build Progress Updates (ONLY AFTER SIGNED AGREEMENT)
- Live Feed Camera installation (ONLY AFTER SIGNED AGREEMENT)

**Third Phase - 3rd Payment: Approximately 35% of Total Build**

- Build Progress Updates

**Fourth Phase - 4th Payment:**

- Remaining balance upon construction completion.

All kitchen equipment is new, NSF Certified, ETL Listed or equivalent and has manufacturer's warranty. (Warranty exception for Avantco and CPG) Ask your Specialist for different warranty options.

**Specific State Regulations:** United Food Truck works with the buyer to check specific state regulations that need to be complied with. It is the buyer's responsibility to seek this information and provide it to their Food Truck Specialist in a timely manner, before construction begins. Changes that affect the final price, will be paid by the customer.

Estimated time of Manufacture: 4 - 6 Weeks from Start of Construction.

\*\*\*Shipping Not Included\*\*\*



# Estimate

# EST-013021

## Trending Group Inc DBA The Fud Trailer

+1 (210) 620 - 3565 For inquiries please contact your sales person  
4710 N Shepherd Dr Houston Texas 77018 U.S.A





<http://www.thefudtrailer.com>






San Antonio - Houston - Dallas - Miami - Jacksonville - Denver  
- Phoenix - Nashville








Bill To  
**KATHLEEN MENDES**

Estimate Date : 26 Aug 2021

Expiry Date : 19 Feb 2022

#	Item & Description	Qty	Rate	Amount
1	 <b>MFL FOOD TRAILER 16FT</b> SKU : 3454 Food Trailer 16x8x7 -Stainless Steel interior - Color: White - LED square lights.- Concession windows - Electrical - Plumbing - Gas System. A/C Unit - Water Heater - 3 Compartment sinks - Hand Wash sink - Clean Water Tank - Waste Water Tank - Prep area - Double Axe	1.00 pcs	18,799.00	18,799.00
2	 <b>COMMERCIAL EXHAUST FAN</b> SKU : KEF UL Commercial exhaust fan	1.00 Quantity	750.00	750.00
3	 <b>MFL County Inspection Assurance Fee</b> SKU : MFLCIAF	1.00 Quantity	350.00	350.00
4	 <b>MFL Fire Suppression System 3.0 Gall</b> SKU : 4578	1.00 Box	3,450.00	3,450.00
5		1.00	390.00	390.00

#	Item & Description	Qty	Rate	Amount
	 <b>MFL - PLATE AND REGISTRATION TTL</b> SKU : FLPR FEES ASSESSED Title Application Fee Buyer Tag Title Convenience Fee. Plate and Sticker City Road Bridge County Mobility Fee  Mobility / Clean Air fee. Documentary FEE \$200.00**  ** "A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**"			
6	 <b>step</b>	1.00	25.00	25.00
7	 <b>A/C and Gas tank cover</b>	1.00 pcs	450.00	450.00
8	 <b>FRYER LP 35/40LB</b> SKU : GFR-321-09	2.00 Quantity	1,300.00	2,600.00
9	 <b>GRIDDLE 3FT LP</b> SKU : GPL-003-00 <b>PLANCHA DE 3FT SILVER</b> Overall Dimensions: Width: 91.5 cm/36" Depth: 76.8 cm/ 30" Height: 35.5 cm/14" Weight: 68 kg/ 142 LB  <a href="https://drive.google.com/file/d/1R2GBmleiqrhIJHTviUx0WxN4BpH48huo/view">https://drive.google.com/file/d/1R2GBmleiqrhIJHTviUx0WxN4BpH48huo/view</a>  *SALES PRICE VALID FOR 24 HOURS*	1.00 Quantity	900.00	900.00
10		1.00 Quantity	1,550.00	1,550.00

#	Item & Description	Qty	Rate	Amount
	 <b>OVEN 6 BURNERS LP</b> SKU : GES-060-000 <b>HORNO CON PARRILLA DE 6 QUEMADORES</b> Overall Dimensions: Width:105.5 cm/42" Depth: 89.5 cm/ 36" Height:111.5 cm/44"  Weight: 179 kg/ 395 LB  <a href="https://drive.google.com/file/d/1f49-QFp4G_uG7mh-xMyLx5iPmlYo_we/view">https://drive.google.com/file/d/1f49-QFp4G_uG7mh-xMyLx5iPmlYo_we/view</a>  *SALES PRICE VALID FOR 24 HOURS* "			
11	 <b>SANDWICH PREP TABLE 1 DOOR 27"-29" UL</b> SKU : SPT1D27-UL	1.00 Quantity	1,900.00	1,900.00
12	 <b>REFRIGERATOR 1 DOOR S/S 28"-30" W - UL (STAINLESS STEEL)</b> SKU : R1SS-UL	1.00 pcs	2,600.00	2,600.00
13	 <b>Menu Box</b> SKU : 987	1.00 Box	50.00	50.00
14	 <b>Extra Hood Ft</b> SKU : 206	2.00 ft	50.00	100.00
15	 <b>NSF Hand Washing Sink</b> SKU : 287 NSF HAND WASHING SINK	1.00 Box	199.00	199.00
16	 <b>CHEST FREEZER 7 CU FT</b> SKU : CTC-07	1.00 Quantity	750.00	750.00
			Sub Total	34,863.00
			<b>Total</b>	<b>\$34,863.00</b>

## Notes

Looking forward for your business.

## Terms & Conditions

6-8 Weeks Production Turnaround

Hello my name is Yessica (954) 624-2135

We are located at 7100 Atlantic Blvd, Jacksonville, FL 32211

please let me know if you want an appointment so we can show you the Food trailers or any other questions.

Appointments are available from 10am- or 6:00 pm Monday to Saturday.

Hablamos Español//// .

Mainline 904 738 8346

office: 904 374 9389

Whatsapp/Text: 954 624 2135

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Mid-Size Truck Replacement**  
Section & Item: 11.D  
Department: R&M/Capital Projects  
Fiscal Impact: \$22,559.40 (FY22 Budget of \$23,000.00)  
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: Truck bid, truck pricing, Garber Ford Inc state bid document  
Reviewed by General  
Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for the replacement a 2015 mid-sized truck used by Resident Relations employees (i.e., ARCC/DOR Inspectors and Community Watch Officers).

### Background and Summary Information

The FY22 Budget contains \$23,000.00 for a replacement mid-size truck for Resident Relations Departmental use. Although the truck is relatively new by BBRD fleet standards, the mileage of 132,724 and the type of miles driven (almost exclusively under 25 MPH with frequent stop and go driving), the growing cost and frequency of repairs warrants replacement. Staff solicited the following bid from Garber Ford, Inc. via the Florida State contracting program.

\$22,559.40 2022 Ford Ranger 2-wheel drive, super cab truck

The reader should note, a second bid is not required as the state competitively solicited pricing on vehicles prior to the establishment of the state contracting list.

Staff recommends the BOT award contract to Garber Ford, Inc for a 2022 Ford Ranger truck in the amount of \$22,559.40.





**THIS SECTION SHOULD ONLY BE USED FOR IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE IDENTIFIED AND PRICED ON THE PRICE SHEET.**

**TOTAL COST: Identified Aftermarket Options**

**THIS SECTION SHOULD ONLY BE USED FOR NON-IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE NOT IDENTIFIED AND PRICED ON THE PRICE SHEET.**

**TOTAL COST: Non-Identified Aftermarket Options**

Grand Total State Term Contract Price per Vehicle

**Total Vehicles Quoted (with the same OEM, Required Aftermarket, Identified Aftermarket, and Non-Identified Aftermarket Options)**

Purchase Order Grand Total	
----------------------------	--

\*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the price sheet for the code(s) applicable to each Group.

MOTOR VEHICLES (25100000-21-STC)																	
Exhibit B.4.2: Price Sheet - Light Trucks or Sport Utility Vehicles (Trucks Under One Ton)																	
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)																	
Sub-Group <sup>1</sup>	EPA/Industry Class <sup>2</sup>	Manufacturer/Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFLEET)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>9</sup>	Vent / Rain Shields, Flange Mounted, Price (\$##.##)	Vent / Rain Shields, Tabor-On, Price (\$##.##)	Unity Spotlight LED, Price (\$##.##)	Identified Aftermarket Option <sup>11</sup>			Undercoating of Light Trucks and Sport Utility Vehicles, Price (\$##.##)	
													Service Body, Compact, Price (\$##.##)	Service Body, Inch Length, Price (\$##.##)			
Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD	EPA Class: Compact Pickup Truck, 2WD	Ford	7	2022 Ford Maverick XL SuperCrew	N/A	GARBER FORD, INC	\$ 19,383.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			8	FWD 2.5L Hybrid (WBE)	N/A	GARBER FORD, INC	\$ 21,501.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			9	FWD 2.5L Hybrid (WBE)	N/A	GARBER FORD, INC	\$ 21,511.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			10	2022 Ford Ranger XL 2WD SuperCab 6' Box (R1E)	N/A	GARBER FORD, INC	\$ 24,316.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			11	2022 Ford Ranger XL 2WD SuperCrew 5' Box (R4E)	N/A	GARBER FORD, INC	\$ 24,826.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			12	2022 Ford Ranger XLT 2WD SuperCrew 5' Box (R4E)	N/A	GARBER FORD, INC	\$ 27,504.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			32	2022 Ford F-150 2WD Reg Cab 122.5" XL (F1C)	S/O	GARBER FORD, INC	\$ 23,074.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			34	2022 Ford F-150 2WD Reg Cab 141" XL (F1C)	S/O	GARBER FORD, INC	\$ 23,345.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			35	2022 Ford F-150 2WD Reg Cab 141" XL w/HD Payload Pkg (F1C)	S/O	GARBER FORD, INC	\$ 28,197.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			36	2022 Ford F-150 2WD Reg Cab 141" XLT (F1C)	S/O	GARBER FORD, INC	\$ 28,124.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			38	2022 Ford F-150 2WD SuperCab 145" XL (X1C)	S/O	GARBER FORD, INC	\$ 24,534.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			39	2022 Ford F-150 2WD SuperCab 145" XLT (X1C)	S/O	GARBER FORD, INC	\$ 28,202.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
Industry Class: 3/4 Ton Pickup Truck, 2WD	EPA Class: 1/2 Ton Pickup Truck, 2WD	Ford	45	2022 Ford F-150 2WD SuperCrew 145" XLT (W1C)	S/O	GARBER FORD, INC	\$ 30,070.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			46	2022 Ford F-150 2WD SuperCrew 145" XLT (W1C)	S/O	GARBER FORD, INC	\$ 28,776.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			47	2022 Ford F-150 2WD SuperCrew 157" XL w/HD Payload Pkg (W1C)	S/O	GARBER FORD, INC	\$ 32,152.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			71	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 160" XL (W2A)	S/O	GARBER FORD, INC	\$ 29,064.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			73	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 176" XL (W2A)	S/O	GARBER FORD, INC	\$ 29,244.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			75	2022 Ford Super Duty F-250 SRW 2WD Reg Cab 142" XL (F2A)	S/O	GARBER FORD, INC	\$ 25,845.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			77	2022 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)	S/O	GARBER FORD, INC	\$ 27,940.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			79	2022 Ford Super Duty F-250 SRW 2WD SuperCab 164" XL (X2A)	S/O	GARBER FORD, INC	\$ 28,119.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			90	2022 Ford Maverick XL SuperCrew AWD 2.0L EcoBoost (W6F)	N/A	GARBER FORD, INC	\$ 20,815.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			94	2022 Ford Ranger XLT 4WD SuperCab 6' Box (R1F)	N/A	GARBER FORD, INC	\$ 28,254.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			120	2022 Ford F-150 4WD Reg Cab 141" XLT (F1E)	S/O	GARBER FORD, INC	\$ 31,032.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00					
			EPA Class: 1/2 Ton Pickup Truck, 4WD	EPA Class: Compact Pickup Truck, 4WD	Ford	128	2022 Ford F-150 4WD SuperCrew 157" XL w/HD Payload Pkg (W1F)	S/O	GARBER FORD, INC	\$ 34,865.00	2%	120+	\$ 169.00	\$ 169.00	\$ 596.00		



**State Term Contract  
No. 25100000-21-STC  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GARBER FORD, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for one year. The Initial Contract Term shall begin on November 17, 2021. The Contract shall expire on November 16, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) Exhibit A, Scope of Work
- b) Exhibit B, Price Sheet(s) (C.1 – C.6)
- c) Exhibit C, Additional Special Contract Conditions
- d) Exhibit D, Special Contract Conditions
- e) Exhibit E, Price Quote Form (PQF)
- f) Exhibit F, Acknowledgement of Order Form

State Term Contract No. **25100000-21-STC**  
For  
**Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

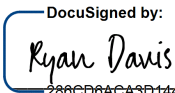
Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.fl.gov](mailto:Christopher.McMullen@dms.fl.gov)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Ford, Inc.  
3340 Hwy 17 (Mailing PO Box 945)., Green Cove Springs, FL 32043  
Telephone: (904) 264-2442 ext. 2350  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**GARBER FORD, INC.**

DocuSigned by:  
  
286CD6ACA3D1447...  
**[Name]** Ryan Davis

11/12/2021 | 9:22 AM EST

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_  
**J. Todd Inman, Secretary**

\_\_\_\_\_  
**Date:**

State Term Contract No. **25100000-21-STC**  
For  
**Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.fl.gov](mailto:Christopher.McMullen@dms.fl.gov)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Ford, Inc.  
3340 Hwy 17 (Mailing PO Box 945), Green Cove Springs, FL 32043  
Telephone: (904) 264-2442 ext. 2350  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**GARBER FORD, INC.**

DocuSigned by:

*Ryan Davis*

**[Name]** Ryan Davis

11/12/2021 | 9:22 AM EST

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

*J. Todd Inman*  
**J. Todd Inman, Secretary**

*11/15/2021*  
**Date:**





## Exhibit A Scope of Work

### 1. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

**Accepted Brands** – The Manufacturer(s) specified by the Department for a Representative Model.

**Accessories** – A subordinate or supplementary part, object, or the like, used mainly for convenience, attractiveness, safety, etc. to improve capability.

**Approved Equivalent** – An approved equivalent other than Accepted Brands which meets the required specifications of a Representative Model, OEM Option, Identified Aftermarket Option, Required Aftermarket Option, Accessories, Components, Features or Configurations. Equivalence is determined by the Department by comparing the Base Vehicle Specifications with the proposed equivalent specifications.

**Base Vehicle Specification** – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

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

**Component, Feature or Configuration** – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

**Contract** – The written agreement between the Department and the Contractor resulting from ITB No. 21-25100000.

**Contractor** – A Vendor that enters into a Contract with the Department. A Contractor can be a Manufacturer or Dealer.

**Customer** – A State Agency or Eligible User.

**Dealer** – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

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

**EPA/Industry Class** – The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and carrying capacity.

**Free on Board (FOB) Destination** – A shipping arrangement as defined in section 672.319(1)(b), Florida Statutes.

**Gross Vehicle Weight Rating (GVWR)** – The combined weight of vehicle and its payload capacity.

**Group** – A collection of Base Vehicle Specifications, as described in this Scope of Work, and Exhibit B, Price Sheets (C.1 – C.6).

**Identified Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor.

**Manufacturer/Brand** – The original producer or provider of Representative Models or Options which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with "Brand".

**Manufacturer's Last Order Date** – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

**Manufacturer's Suggested Retail Price (MSRP)** – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.



**MSRP Credit** – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

**MSRP List** – A collection of MSRPs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

**MSRP Sheet** – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

**Net Price** – The final price after applying all discounts and credits.

**Original Equipment Manufacturer (OEM)** – The original producer of a Commodity and/or service.

**OEM Option** – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

**Replacement Part(s)** – A Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled Commodity.

**Representative Model** – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

**Required Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

**State** – The State of Florida.

**Sub-Group** – A specific series of vehicles within a Group which are described in the Scope of Work section and linked documents therein.

**Vendor** – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

## 2. Purpose

To provide Customers the ability to acquire new and unused Motor Vehicles. Contractors shall provide Motor Vehicles and applicable OEM Options, Identified Aftermarket Options and Required Aftermarket Options in accordance with the specifications contained herein. The Motor Vehicle Commodities offered under the Contract shall be classified under six Groups and 22 Sub-Groups, which are listed and described as follows:

Group No.	Group/Sub-Group	UNSPSC	Specification
1	<b>POLICE VEHICLES</b>	25101702	
	Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED		<a href="#">Specification</a>
	Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED		<a href="#">Specification</a>
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD		<a href="#">Specification</a>
	Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]		<a href="#">Specification</a>
	Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 2WD		<a href="#">Specification</a>
	Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]		<a href="#">Specification</a>
	Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD		<a href="#">Specification</a>
2	<b>AUTOMOBILES OR CARS</b>	25101503	
	Sub-Group A: AUTOMOBILE		<a href="#">Specification</a>
3	<b>MINIVANS OR VANS</b>	25101505	
	Sub-Group A: VAN, PASSENGER		<a href="#">Specification</a>
	Sub-Group B: VAN, CARGO		<a href="#">Specification</a>
	Sub-Group C: VAN, CUTAWAY, 2WD		<a href="#">Specification</a>
4	<b>LIGHT TRUCKS OR SPORT UTILITY VEHICLES</b>	25101507	
	Sub-Group A: SPORT UTILITY VEHICLE, 2WD		<a href="#">Specification</a>
	Sub-Group B: SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]		<a href="#">Specification</a>
	Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD		<a href="#">Specification</a>
	Sub-Group D: TRUCK, UNDER ONE TON, PICKUP, 4WD		<a href="#">Specification</a>
	Sub-Group E: TRUCK, ONE TON, PICKUP, 2WD		<a href="#">Specification</a>
	Sub-Group F: TRUCK, ONE TON, PICKUP, 4WD		<a href="#">Specification</a>
	Sub-Group G: TRUCK, ONE TON, CHASSIS-CAB, 2WD		<a href="#">Specification</a>
	Sub-Group H: TRUCK, ONE TON, CHASSIS-CAB, 4WD		<a href="#">Specification</a>
5	<b>PRODUCT AND MATERIAL TRANSPORT VEHICLES</b>	25101600	
	Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD		<a href="#">Specification</a>

	Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD		<a href="#">Specification</a>
6	<b>LOW SPEED VEHICLES OR NEIGHBORHOOD ELECTRIC VEHICLES</b>	25101500	
	Sub-Group A: LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV)		<a href="#">Specification</a>

The Contract is intended to cover only those Motor Vehicles generally used by the State of Florida as listed and described herein, and does not include all varieties of Motor Vehicles that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

### 3. Commodity Specifications and Standards

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department, including the known needs of Customers. Identified Aftermarket Options and Required Aftermarket Options listed in Exhibit B, Price Sheets (C.1 – C.6) were created based on known Customer needs and the respective Manufacturer's data. The Contract specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's Contract specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

The Contractor shall ensure that all Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

- a. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service per the Scope of Work;
- b. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
- c. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
- d. All Commodities shall include all Option standard features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current standard procedures, requirements, and specifications;
- e. All Commodities shall meet the [Automatic Air Brake Drain System Specifications](#);
- f. All Commodities shall be free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;
- g. All Commodities shall comply with current legal, customary, reasonable, and professional standards of the motor vehicle and mobile equipment industry;

h. All Commodities shall comply with current mandatory and applicable federal and State of Florida Motor Vehicles requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

i. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, Replacement Parts and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and Contract termination.**

#### **4. Options (OEM, Required Aftermarket, and Identified Aftermarket), Component, Feature or Configuration**

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option Component, Feature or Configuration, only the specified Representative Model may be offered and provided. All OEM Options, Component, Feature or Configuration, either Manufacturer, Port or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Customer approval. All OEM Options, Identified Aftermarket Options, Component, Feature or Configuration of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Manufacturer, except as follows:

**4.1** If the Option, Component, Feature or Configuration is specified as a port installed Option or Dealer installed Option by the Manufacturer; or

**4.2** If the Option, Component, Feature or Configuration is not available from the Manufacturer, the Option, Component, Feature or Configuration may be assembled by its respective Manufacturer and installed by the Contractor.

#### **5. Luxury or Sport Vehicles or Features**

Unless otherwise indicated within the individual Representative Model, OEM Option, Required Aftermarket Option or Identified Aftermarket Option specification, no luxury or sports features will be considered or permitted. The Department, in its sole discretion, shall determine what is a luxury or sport feature. To date, the Department has determined: luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

**5.1** Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, Spyker, Tesla and Volvo.

**5.2** Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

**5.3** Leather upholstery (seats or interior), sunroofs, and moon roofs.

## **6. Installation**

When installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, as specified in the Charges and Fees section. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any equipment damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

### **6.1 Body Transfer and 3<sup>rd</sup> Party Body Installations**

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Option(s), which are subject to the Department's approval. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with standard market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the Representative Model's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration, however the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

## **7. Full-Service Repair Facilities**

The Contractor shall maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term at no additional cost to Customer(s) or the Department. The Contractor shall promptly notify the Department in writing of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor will list this additional service as a separate item on the invoice.

## **8. Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services' specifications, safety, and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of commodities and contractual services provided. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the Department's Contract Manager in writing no later than 24 hours after identification of the conflict.

## **9. Acceptable Publications**

The Customer may request, and the Contractor shall provide, within three Business Days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

1. Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or a Department approved equivalent),.
2. MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the contract (see definition, MSRP).
3. Manufacturer's Standard Warranties;
4. Autodata, Inc. d/b/a Chrome Data's PC Carbook applications, PC Carbook Plus, and Carbook Pro Fleet Edition; and
5. The Manufacturer's official fleet or retail websites.

During the term of the Contract, the Contractor shall supply printed sales literature and technical information to Customers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Customer to its specific website location.

## **10. Testing**

Samples of delivered Commodities and contacted services may be selected at random by the Department or Customers and tested for compliance with the requirements, specifications, terms, and conditions.

## **11. Warranty**

The Manufacturer's standard warranty shall cover all Commodities and contractual services offered through the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage

shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state or local governments. The Manufacturer's standard warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Final Inspection and Acceptance" section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer standard warranty terms and conditions.

## **12. Recall(s)**

In the event there is a recall of any of the Commodities, including but not limited to, any of its components or any other parts therein, ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer reasonable assistance in locating and recovering any equipment or recalled equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective recalled equipment are rectified, replaced and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to recalled equipment shall be at Contractor's own expense.

## **13. Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement**

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than 30 calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify, by email or telephone, the Department's Contract Manager no later than the next Business Day following Contractor receiving notice of the Last Order Date from the Manufacturer. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day. Upon receipt of a purchase order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with the Manufacturer's Last Order Date by telephone and include the Manufacturer's Last Order Date in the completed Acknowledgement of Order Form provided to Customer in accordance with Acknowledgement of Order section. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or maintain the purchase order knowledgeable of the risk of potential non-delivery without

recourse. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all purchase orders received by the Contractor and maintained by the Customer after a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide the new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

If the Contractor wishes to replace any awarded Representative Model with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor shall submit the price/model update in the format requested by the Department's Contract Manager. The proposed replacement must be comparable to the awarded Representative Model and must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement offered must be equal to or less than the current Contract Price for the awarded Vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the Vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract term, price updates shall be submitted in accordance with the Section 25, Price Adjustments. The Contractor shall provide the Department with any documents requested by the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether accept or reject the proposed replacement vehicle offered. If the Department rejects the proposed replacement offered, or if there is no intended replacement offered for an awarded Vehicle that is no longer available, the Department may, at its sole discretion, remove the Vehicle from the Contract.

**In the event that a Representative Model is no longer available, the Contractor shall be responsible for notifying the Department's Contract Manager in writing no later than seven calendar days after the Contractor becomes aware of the unavailability.**

#### **14. Vehicle Needs**

All State Agencies shall comply with section 287.151, F.S. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Exhibit E, Price Quote Form (PQF). The Customer is encouraged to seek more than one quote from the identified awarded Contractors of the Vehicle, where available.

#### **15. Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested Vehicle(s) using the Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), OEM Options and OEM Options Discount(s), Identified Aftermarket Options and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured shall not exceed the current MSRP at the time of verification by the Department. The price quoted for the Representative Model(s) and OEM Options, OEM Options Discount, Identified Aftermarket Options and Required



Aftermarket Options shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's quote request. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

#### **16. Department Approval (State Agency Only)**

After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

[https://www.dms.myflorida.com/business\\_operations/fleet\\_management\\_and\\_federal\\_property\\_assistance/fleet\\_management/purchase\\_of\\_mobile\\_equipment](https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment)

The Customer shall submit a completed MSRP List and MP6301 Form, along with the PQF completed by the Contractor, to the Department's Bureau of Fleet Management for approval.

#### **17. Purchase Order (State Agency Only)**

Upon Department approval of a State Agency request, the Customer shall process a purchase order using normal purchasing processes. The purchase order will include a copy of the Department approved Exhibit E, PQF, and accompanying MSRP List with any submitted requisition. All orders submitted by Customers of the Contract shall be placed using a purchase order. Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a purchase order:

- 17.1** Customers may only place, and Contractors shall only accept, purchase orders for Vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the purchase order, for each Vehicle ordered:
  - 17.1.1 Customer name and their contact information;
  - 17.1.2 Contractor Information from the Ordering Instructions;
  - 17.1.3 State Term Contract Number and Name;
  - 17.1.4 Representative Model Information; Commodity Code and Line Number, standard description, and price; Paint/finish color if other than the standard white (or other standard color if white is not available from the Manufacturer); Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, Option MSRP, Option Discount, and Option Net Price or Option MSRP Credit (as applicable, per the Ceiling Prices Section and the Charges and Fees Section). State Agencies must include a copy of the applicable Exhibit E, PQF, and accompanying MSRP List with any submitted requisition;
  - 17.1.5 Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices section and the Charges and Fees section];

- 17.1.6 Identified Aftermarket Option Information (if applicable, individually listed); Identified Aftermarket Option Description and Identified Aftermarket Option Price [per the Ceiling Prices Section and the Charges and Fees section];
  - 17.1.7 Non-Identified Aftermarket Options not procured under the Contract shall be separately itemized on the PQF and the purchase order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;
  - 17.1.8 New License Plate Fee (if applicable, per Commodities Title and Registration section);
  - 17.1.9 Any Customer special instructions, requirements, specifications, terms, and conditions; and
  - 17.1.10 The total cost for the Representative Model, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).
- 17.2** The Contractor shall place an order with the Manufacturer(s), within seven calendar days of receipt of the purchase order, unless the Contractor has the ordered Representative Model in their possession that meets the Customer's purchase order requirements. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.
- 17.3** The Contractor shall honor all purchase orders received during the Contract period and which are received prior to the Manufacturer's Last Order Date for Commodities the Contractor is currently awarded. Purchase orders are deemed received upon delivery. This may allow for the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract prices, discounts, requirements, terms, and conditions.
- 17.4** The Contractor, from receipt of the purchase order until delivery is made to the Customer, shall promptly notify the Customer of any potential delivery delays. Additionally, the Contractor must promptly advise the Customer if their order may not be delivered prior to the end of the Customer's Fiscal Year (State Agency's Fiscal Year ends June 30). Note: Evidence of intentional delays in delivery may be cause for default proceedings and Contract termination.

## **18. Acknowledgement of Order**

For each order, the Contractor shall email the ordering Customer with a fully completed Exhibit F, Acknowledgement of Order Form, within five Business Days of receiving the Customer's purchase order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed the Contractor's acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

**19. Accept Order**

The Contractor shall deliver the awarded Vehicle(s) and equipment listed on the purchase order in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract and purchase order. The Contractor must email the fully completed Exhibit F, Acknowledgement of Order Form, to the Customer within five Business Days from the date the Contractor receives the purchase order. Failure of the Contractor to provide the Customer the Acknowledgement of Order Form within five Business Days from the date the Contractor received the purchase order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the vehicle which meets the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle. If a new model year of the awarded Commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle.

The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Exhibit F, Acknowledgement of Order Form:

- 19.1** The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;
- 19.2** The Manufacturers' order confirmation, unless the Contractor has the Representative Model which conforms with the Customer's purchase order in stock;
- 19.3** The OEM, Identified Aftermarket Options, and Required Aftermarket Option(s) in the Contractor's possession, if applicable; and
- 19.4** The Manufacturer's associated production schedule;
- 19.5** The Manufacturer's Last Order date and the date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Notification, and Representative Model Replacement section listed in the Scope of Work.

Submission of the Exhibit F, Acknowledgement of Order Form, is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

**The Contractor's failure to submit completed Acknowledgement of Order forms to the ordering Customers may be cause for default proceedings and Contract termination.**

**20. Transportation and Delivery**

In conjunction with the Ceiling Prices section listed in the Scope of Work, Representative Model and OEM Options net prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Equipment not in stock or unavailable from a Manufacturer at time of order must be delivered within 120 calendar days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 120-calendar day timeframe, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Equipment in stock must be delivered within 14 calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options or accessories shall be delivered within 30 calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded new, unused Vehicle(s) is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) during Business Days unless previously arranged and approved by the Customer in writing.

Deliveries of awarded new Vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or \$0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering an ordered Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Vehicle is completely assembled (unless otherwise noted in the specification) including but not limited to, the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable) and thoroughly tested and ready for operation upon Delivery.

All Vehicles shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's Pre-Delivery Inspection (PDI) form, which meets or exceeds the requirements herein;
2. Copy of the ordering Customer's purchase order;
3. Copy of the applicable Contract specification(s) and Contractor's current Price Sheet(s) (C.1 – C.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options, Non-Identified Aftermarket Options and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual, and (if not included in the operator manual) one copy of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's standard warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

**Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customer may be cause for default proceedings and Contract termination.**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

## **21. Inspection and Acceptance**

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer, within five Business Days of delivery, should inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered, contract prices, discounts, requirements, specifications, Customer order, and Manufacturer's MSRP Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer Order. Additionally, the Customer should inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage to the Commodity at no cost to the Customer, including providing Replacement Parts. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

Inspection and acceptance shall be the Customer's responsibility and occurs at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until the Commodity is accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming above information in writing within 15 Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance of the Commodity and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required Customer-approved, corrective action.

If the Commodity requires service or adjustments as part of the Customer-approved identified corrective action(s), the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or Commodity damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

## **22. Commodity Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Commodity(ies) supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Representative Model, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor are fully compatible with each other. The Contractor's acceptance of the Customer's purchase order shall indicate that the Contractor agrees to deliver Commodity(ies) that are fully compliant and compatible with the purchase order requirements, specifications, terms, and conditions.

In the event any ordered Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to do one of the following:

- Install or repair at its own cost the Representative Model, Options, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components;

- Replace at its own cost the Representative Model, Options, and the Vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, Options, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to the Customer.

**Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance or compatibility due to an incorrect order fulfillment by the Contractor are to be accomplished at the Contractor's expense.**

### **23. Commodities Title and Registration**

Contractor shall title and register Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity(ies) at delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Vehicle independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order Form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

For applicable awarded Commodities, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the purchase order.
- The Customer's purchase order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

### **24. Deletions**

During the Contract Term, the Department reserves the right to delete Commodities, including but not limited to, Groups, Manufacturers or brand names, Representative Models, from this agreement by removing them from Exhibit B, Price Sheet(s) (C.1 – C.6). Commodities may be removed at the sole discretion of the Department.

### **25. Price Adjustment**

Prices may be adjusted with the Manufacturer's introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and Identified Aftermarket Options awarded to the Contractor. All requests must be submitted by the Contractor to the Department's Contract Manager between September 1 and October 31 of each year. All

price adjustments shall be based on the average percent change (up or down) in the Producer Price Index (PPI) for the applicable Series ID shown below between the months of September and October for the prior five years. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Groups	Series ID	Product
Group 1, Sub-Groups A and B; and Group 2	3361103361101	Passenger cars and chassis
Group 1, Sub-Group G	3369913369913	Motorcycles, including three-wheel motorbikes, motor scooters, mopeds, and parts
Group 1, Sub-Groups C, D, E, and F; Group 3; Group 4; and Group 5	3361103361102	Trucks, truck tractors, & bus chassis 14,000 lb or less. Incl. minivans, & suvs
Group 6	3369993369991	Self-propelled golf carts and industrial in-plant personnel carriers and parts

When requesting a price adjustment, the Contractor must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested price adjustment for a particular Vehicle may not exceed the average percent change in the PPI between the months of September and October for the prior five years. Price increases shall not exceed the average percent change in PPI for the prior five years or three percent, whichever is less.

Average Percent Change Example:

Passenger cars and chassis (Series ID 3361103361101):

Year	Sep	Oct	% Change
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
2019	133.7	135.0	0.97%
2020	133.3	134.8	1.13%
<b>Five-Year Average</b>			<b>1.65%</b>

Price Adjustment Methodology:

$$C + (C \times P) = X$$

Where:

**C** = Current year model Base Vehicle Price

**P** = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 1.65% = 0.0165).

**X** = New year model adjusted price



Price Adjustment Example:

$$\$20,000 + (\$20,000 \times 0.0165) = \$20,330$$

For any price adjustment exception which exceeds the average percent change in PPI between the months of September and October for the prior five years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and supporting documentation detailing substantial model improvements which provide additional value to the State. Price adjustment exceptions will be calculated by applying the same percentage discount off MSRP as submitted in original bid.

Price Adjustment Exception Methodology:

$$N - \left( N \times \left( \frac{(M - B)}{M} \right) \right) = X$$

Where:

B = Current year model Base Vehicle Price bid

M = Current year model MSRP

N = New year model MSRP

X = New year model adjusted price

Price Adjustment Exception Example:

$$\$22,499 - \left( \$22,499 \times \left( \frac{(\$21,999 - \$20,000)}{\$21,999} \right) \right) = \$20,454.57$$

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves or denies a price adjustment, the Department will provide in a written communication to the Contractor. Price adjustments may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

**26. Ceiling Prices**

The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6) shall be the minimum discount applied to OEM Options.

## 26.1 Charges and Fees

In addition to total profit, the ceiling prices established for the Representative Model price, OEM Options Net Prices (after the Option Discount is applied to the MSRP), the Required Aftermarket Option Prices and the Identified Aftermarket Option Prices bid are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

## 27. OEM Options Discount

The discount percentage, listed for the Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not MSRP Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP x (1-10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Option's Net Prices shall be rounded to the nearest whole cent. OEM Option's MSRP Credits will be stated as the MSRP list price, with the OEM Option Discount applied. The OEM Option's discount percentage does not apply to the OEM Options listed on the pricing sheets and shall only be applied to upgrades made to the Representative Model specifications based on performance needs.

## 28. Contractor's Use of Dealers

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers provide Customers with the authorized Commodities and pricing listed in the Price Sheet(s). The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/subcontractor\\_dealer\\_reseller\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms).

### 29. Performance Qualifications

The Department reserves the right to investigate or inspect at any time whether the Commodities, qualifications, or facilities offered by Contractor meet the Contract requirements. The Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department and demonstrates the Contractor's capability to fully satisfy the requirements of the Contract.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

### 30. Approved Equivalents

During the Contract term, if a Customer orders a component, feature, or configuration of a Representative Model which is not available, the Contractor may propose an alternative, equivalent product to fulfill the order requirements. The Contractor shall submit a detailed description, including a correlating product analysis, and any other requested documents to the Department for review.

### 31. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists, or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under the Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State's Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

### 32. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

[VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### **33. Quarterly Sales Reports**

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within 30 calendar days after close of each quarter. The quarterly sales report can be found here at the following link: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format).

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result default proceedings and Contract termination. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

- Quarter 1 – (July-September) – due 30 calendar days after the close of the period
- Quarter 2 – (October-December) – due 30 calendar days after the close of the period
- Quarter 3 – (January-March) – due 30 calendar days after the close of the period
- Quarter 4 – (April-June) due 30 calendar days after the close of the period

### **34. Diversity Report**

The Contractor shall report to each Customer its spending with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

### **35. Ad Hoc Reports**

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

### **36. Business Review Meetings**

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Review of successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

**37. Financial Consequences**

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Daily Financial Consequence for Non-Performance</b>
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two business days following Customer request	\$250 per inaccurate or untimely Price Quote Form
Contractor will adhere to the <u>Manufacturer's Last Order Date Notification</u> , <u>Production Schedule Notification</u> , and <u>Representative Model Replacement</u> section of the SOW	The Contractor shall adhere to the Manufacturer's Last Order Date notification requirement	Notice will be provided pursuant to the SOW and no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will adhere to the Manufacturer's Last Order Date Notification, <u>Production Schedule Notification</u> , and <u>Representative Model Replacement</u> section of the SOW	The Contractor shall adhere to the Production Schedule notification requirement	Notice will be provided pursuant to the SOW and within one Business Day of a production schedule change	\$50 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide Diversity Report (submitted to the Customer)	Timely provide Diversity Report	Report will be provided no later than 10 Business Days after the end of the State fiscal year	\$250 per Calendar Day late/not received by the Contract Manager

Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	\$250 per occurrence
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Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contractor's performance and each month and quarter thereafter.

**No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.**

### **38. MSRP List**

Prior to Contract execution and during the life of the Contract, the Contractor shall submit a current and complete MSRP List for each awarded Representative Model, which shall include the MSRP for the Representative Model, OEM Options, Required Aftermarket Options and the Identified Aftermarket Options. The MSRP List is subject to the Department's approval. The MSRP List shall include the following: Manufacturer's Model Number, Manufacturer's Item Description, and MSRP. Include a cover page, which shall list the applicable Group and Sub-Group, Manufacturer/Brand, Representative Model(s), and MSRP List date. The Department will verify MSRPs and, if a Contractor's pricing differs from the published MSRPs, determine any adjustments allowed or necessary for reconciliation. The Contractor shall be responsible for removing all non-eligible and unacceptable commodities under the Contract from the Contractor's MSRP List.



## Exhibit C ADDITIONAL SPECIAL CONTRACT CONDITIONS

### **A. Special Contract Conditions revisions. The following subsections of the Special Contract Conditions referenced below are replaced in their entirety:**

#### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

#### **3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

#### **5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the

Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

Additional Special Contract Conditions (pending OGC review as of 8/12/2021)



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

### **B. Special Contract Conditions additions. The following subsection is added to the Special Contract Conditions:**

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

## Exhibit D

# SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.



Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

## 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

## 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

## 6.4 Inspection and Acceptance of Commodities.

### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

## 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

## 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

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

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.****7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**



The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The 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 the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

## Board of Trustees Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **BOT Meeting/Workshop Video/Livestream Equipment and Software**  
Section & Item: 11.E  
Department: Administration, District Clerk  
Fiscal Impact: \$23,680.84  
Contact: Stephanie Brown, District Clerk, John W Coffey, ICMA-CM, Community Manager  
Attachments: IMSolutions Bid  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for video/livestreaming equipment and software.

### Background and Summary Information

BBRD's video and audio recording of BOT meeting and workshops has evolved over the past several years. At the start of the COVID-19 pandemic, and when closed meetings were temporarily allowed by the State, livestreaming of the meetings began. A constant obstacle to the production of the recordings was the single part-time employee responsible for the technical side of the work (other staff assisted in camera work). Each time said technical employee separated employment, temporary declines in the quality of videos occurred. Additionally, the old systems were very labor intensive in terms of set up, operations, and break down. In late 2021, the last technical employee suddenly resigned at approximately the same time critical components of the system became unserviceable and in need of replacement.

Rather than continue down the same path hoping for a different result, in 2021, staff proposed and was approved by the BOT, to design a new system using fixed cameras (mounted on walls and the ceiling) to reduce long-term labor costs and switch to a digital format (that further reduces time involved in post-production work).

IM Solutions, the vendor selected for the design work, submitted a proposal in the amount of \$23,680.84 for three mounted cameras and all subsequent production and post-production equipment/software and installation to streamline BBRD's videoing of meetings and resume livestreaming in a sustainable manner. This proposal would reduce approximately 50 labor hours a year in set up and tear down resulting in an efficiency savings of approximately \$2,500.00 per year. Additionally, trip hazards are reduced by two-thirds as two of the new cameras will be permanently mounted without wires running on the floor. Finally, the shift to a digital format will reduce the post-production work required to place the recorded video on BBRD's YouTube channel/website for residents to later view the meetings (savings cannot be quantified as a non-exempt employee who routinely works over 40 hours a week performs this task).

FY22 Year-end Estimated expenditures in the Office of the District Clerk contain \$19,000 reserved for this project. Sufficient contingency is available to coverage the balance of the costs.

Lastly, the BOT will need to waive the second bid requirement since seeking a second bid would incur additional costs for the design of the system by a second vendor.

Staff recommends the BOT award contract to IM Solutions for implementation of video/livestreaming equipment and software for BOT meetings/workshops in the amount of \$23,680.84, waiving the second bid requirement, and instructing staff to prepare a future budget amendment to cover the overage.

-



Client: Barefoot Bay Recreational District  
Project: Flex / Council Chamber Facility AV Upgrades

Current Date: 3/3/2022  
Valid Through: 4/2/2022  
Job Number: 22762201  
System Designer: TJS  
Revision: r22  
Tax Rate: 0.0%

BRAND	DESCRIPTION	PART #	UNIT PRICE	QTY	EXTENDED
<b>Video Production System Upgrade</b>					
Datavideo	M/E 4-Channel HD/SDI HDBaseT Portable Video Streaming Studio	HS-1600T MARK II	\$ 5,196.73	1	\$ 5,196.73
Datavideo	HD/SDI PTZ Video Camera with HDBaseT Technology	PTC-140T	\$ 1,402.80	3	\$ 4,208.40
Crestron	Wall Plate TX HDBT	HD-TX-101-1G-C-E	\$ 250.80	1	\$ 250.80
Crestron	Receiver HDBT	HD-RX-101-C-E	\$ 218.40	1	\$ 218.40
Nigel	Tripod Stand for PTZ Camera	TCP	\$ 286.00	1	\$ 286.00
Duracat	50' Ruggedized Cat 6 Cable for Stand Camera	Duracat-50NBNB	\$ 64.80	1	\$ 64.80
Datavideo	Camera Mount - Wall	WM-1	\$ 102.00	1	\$ 102.00
Datavideo	Camera Mount - Pole	RKM-150-KIT	\$ 232.80	1	\$ 232.80
Extron	Balancer / Summer	ASA-141	\$ 48.00	1	\$ 48.00
Monoprice	1 x 2 DA	15379	\$ 23.99	1	\$ 23.99
<b>Rack Hardware</b>					
Middle Atlantic	21 RU Rack	ERK-2125LRD	\$ 526.80	1	\$ 526.80
Middle Atlantic	2 RU Rack Shelf	U2	\$ 55.20	1	\$ 55.20
Middle Atlantic	Caster Base for Rack	CBS-ERK-25R	\$ 207.60	1	\$ 207.60
Furman	Power Conditioner	M-8LX	\$ 100.42	1	\$ 100.42
<b>Subtotal</b>					\$ 11,521.94
IMS	Bulk and Patch Cables, Miscellaneous Hardware		\$ 936.50	1	\$ 936.50
	Shipping		\$ 532.40	1	\$ 532.40
IMS	Installation Labor		\$ 6,270.00	1	\$ 6,270.00
IMS	Project Management, Deliverables, and Training (Includes tech on site for first meeting)		\$ 4,420.00	1	\$ 4,420.00
<b>Subtotal</b>					\$ 11,222.40
<b>Total</b>					
<b>Subtotal (Material and Labor)</b>					\$ 23,148.44
<b>Tax</b>					\$ -
<b>Shipping Subtotal</b>					\$ 532.40
<b>Total</b>					\$ 23,680.84

The undersigned authorizes IM Solutions to proceed with the goods and / or services as proposed above:

Standard IMS Terms & Conditions apply.

Signature

Date

Printed Name/Title

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Concrete Work Change Order #1**  
Section & Item: 11.F  
Department: R&M/Capital Projects  
Fiscal Impact: \$7,475.00  
Contact: Mackenzie Leiva, Management Analyst, John W Coffey, ICMA-CM, Community Manager  
Attachments: Signed Change Order 1  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of the Community Manager's approval of change order #1 for installation of a concrete pad for the Tennis Court Restroom Trailer and repairs to walkways in the Community Center area.

### Background and Summary Information

The BOT awarded a contract for the installation of a concrete pad for the Tennis Court Restroom Trailer and repairs to walkways in the Community Center area on February 11, 2022, to Slater Construction in the amount of \$52,300.00

On February 21, 2022, work commenced. On February 23, 2022, Management Analyst Leiva (manager of this project) advised the Community Manager that the concrete removed near the Egret Bridge had a depth of approximately 12 inches versus the standard 4 inches and that concrete adjacent to previously marked areas for replacement should be considered for replacement to provide a better aesthetically pleasing finished project. Knowing that the bids received were significantly lower than expected and the need to maintain proper slope control near the bridge, the Community Manager authorized the development of a change order from the vendor. On February 24, 2022, with the approval of Chairman Maino (Policy Manual allows the Community Manager to approve change orders over 10% under certain circumstances with the approval of the BOT Chairman), the Community Manager signed the change order in the amount of \$7,475.

Sufficient monies are budgeted in FY22 for concrete work; thus, this change order will not require a budget amendment or transfer.

Hence, staff recommends the BOT confirm the Community Manager's approval of change order #1 in the amount of \$7,475 to Slater Construction for concrete work.



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License # CGC1526339

**DATE: February 23rd, 2022**

**OWNER: Barefoot Bay Admin**

**PROJECT LOCATION: 625 Barefoot Blvd**

**Change Order #1**

- Removed existing concrete by bridge was over 12" deeper than the 4" included in contract. An additional 20 yards of concrete was used, approx 20 tons of extra concrete was removed, 3 extra man hours of removing the concrete. Additional cost for above mentioned work is \$4,350.00
- Removing additional areas totaling 625 sf. Additional cost: \$3,125.00

**Change Order #1 Total: \$7,475.00**

**NOTES:**

-

**Payment:**

- 100% due upon acceptance of change order

**Change Order:** Any changes in work will be executed in writing between owner and contractor.

Accepted this 24<sup>th</sup> day of Feb. 2020

Property Owner: 

Contractor: \_\_\_\_\_  
Dillon Z. Slater, Owner for: Slater Construction



## Board of Trustees Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Budget Amendment: Rebuilding #10 Green to USGA Standards**  
Section & Item: 11.G  
Department: Administration, Finance  
Fiscal Impact: \$0  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: 220311 Resolution 2022-02 - FY22 Budget Amendment - Rebuilding #10 Green  
Reviewed by General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

BOT consideration and approval of Resolution 2022-02.

### Background and Summary Information

On February 11th, 2022, the BOT approved the ABM proposal to rebuild #10 green to USGA Standards at a cost of \$51,444 and instructed staff to prepare a budget amendment to transfer \$19,444 from Contingency to cover the amount not available from a \$50,000 Golf Grant partially used for other improvements.

Staff has prepared a budget amendment to transfer \$19,444 from contingency in the R&M/Capital Projects Department budget to the R&M Grounds expenditure line item in the Golf/Proshop Department.

Staff recommends the BOT approve Resolution 2022-02 increasing the R&M Grounds expenditure line item in the Golf/Pro shop Department using the R&M/Capital Projects Department's Contingency line item.

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2021-09;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

**WHEREAS**, the Board of Trustees is desirous of amending the previously adopted Budget; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$19,444 to be deducted from the Contingency expenditure line item in the R&M / Capital Projects Department.

An Amendment in the amount of \$19,444 to be added to R&M Grounds expenditure line item in the Golf / Proshop Department Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:**

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Michael Maino  
Trustee, Bruce Amoss  
Trustee, Hurrol Brinker  
Trustee, James Nugent  
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 11<sup>th</sup> day of March 11, 2022.

**BAREFOOT BAY RECREATION DISTRICT**

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

By:

\_\_\_\_\_  
Michael Maino,  
CHAIRMAN

\_\_\_\_\_  
Hurrol Brinker,  
SECRETARY

## Board of Trustees Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Budget Amendment: Employee Classification Plan & Compensation Study**  
Section & Item: 11.H  
Department: Administration, Finance  
Fiscal Impact: \$0  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: 220311 Resolution 2022-03 - FY22 Budget Amendment - Compensation Study  
Reviewed by General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

BOT consideration and approval of Resolution 2022-03

### Background and Summary Information

On December 3rd, 2021 award a contract to Evergreen Solutions, LLC for an employee classification and compensation study and instructed staff to prepare the required budget amendment.

Staff has prepared a budget amendment to transfer \$24,000 from contingency in the Administration Department budget to the HR Consulting expenditure line item in the Resident Relations Department.

Staff recommends the BOT approve Resolution 2022-03 increasing the HR Consulting expenditure line item in the Resident Relations Department using the Administration Department's Contingency line item.

**RESOLUTION 2022-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2021-09;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

**WHEREAS**, the Board of Trustees is desirous of amending the previously adopted Budget; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$24,000 to be deducted from the Contingency expenditure line item in the Administration Department.

An Amendment in the amount of \$24,000 to be added to HR Consulting expenditure line item in the Resident Relations Department Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:**

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Michael Maino  
Trustee, Bruce Amoss  
Trustee, Hurrol Brinker  
Trustee, James Nugent  
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 11<sup>th</sup> day of March 11, 2022.

**BAREFOOT BAY RECREATION DISTRICT**

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

By: \_\_\_\_\_  
Michael Maino,  
CHAIRMAN

\_\_\_\_\_  
Hurrol Brinker,  
SECRETARY

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Employee Handbook Revision**  
Section & Item: 11.I  
Department: Resident Relations, Customer Service  
Fiscal Impact: N/A  
Contact: Charles Henley, Finance Manager, Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: proposed revised Employee handbook 11Mar22, Excerpt from 2018 Employee Handbook marked up version  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Adoption of revised *Employee Handbook*.

### Background and Summary Information

On October 12, 2018, the BOT adopted a revised *Employee Handbook* with multiple staff initiated changes. A scribner's error inadvertently removed the maximum accrual for sick time. Said inadvertently removed language is listed below:

*The maximum amount of sick time an employee may accrue is 750 hours. Once an employee's Sick leave reaches a maximum of 750 hours, no more hours will be credited to the employee's Sick leave until hours are used and fall below the 750-hour maximum. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.*

Additionally, the complete proposed revised Employee Handbook is attached with the above listed language added on page 36.

Staff recommends the BOT adopt the revised *Employee Handbook* as attached.



# Proposed Revised Barefoot Bay Recreation District Employee Handbook

~~Approved by the~~ To be considered by the Board of Trustees on ~~December 3, 2021~~ March 11, 2022



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## WELCOME TO BAREFOOT BAY RECREATION DISTRICT

---

Welcome to the Barefoot Bay Recreation District (the “District”). The purpose of this employee handbook (“Handbook”) is to familiarize employees with the various aspects of working for the District. We feel it will be a useful reference tool for all employees. We encourage you to use it to better understand the policies and procedures relating to your employment with the District. Our policies, practices, and benefits are continuously reviewed and are updated from time to time. If you have any questions regarding the items discussed in this Handbook, please ask for clarification from Department Manager. For the purpose of this Handbook, the term “Human Resources” or “HR” refers to a Barefoot Bay employee assigned duties which include Human Resource Coordinator and who is supported by the BBRD HR consultant. This employee handbook supersedes any and all prior employee policies, procedures, and handbooks of the District. The District reserves the right to modify, supplement, rescind, or revise any part of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you. These provisions may not be amended or added to without the express written approval of the Barefoot Bay Recreation District Board of Trustees.

## BAREFOOT BAY RECREATION DISTRICT’S PHILOSOPHY

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### OPEN-DOOR POLICY

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We strive to provide an environment where two-way communication is encouraged, thereby fostering a warm, friendly, and harmonious work environment.

Employees are encouraged to bring their work-related questions, problems, suggestions, or complaints to their immediate supervisor, who will respond within 10 calendar days. If employees are dissatisfied by their supervisor’s response and further follow-up is needed, employees may address their concern with their supervisor’s superior and/or the Community Manager who will respond within 10 calendar days.

Periodically, employees may not feel comfortable discussing a sensitive matter with their supervisor. In such situations, Human Resources can provide confidential counseling and help the employee choose an appropriate manner to address their concern.

In order for the District to properly respond to your concerns, employees should bring their concerns to the attention of management or the HR Department. Employees may not always receive the response they are looking for; however, their issue will be promptly addressed, and an explanation given as to why a particular action was taken. This open-door policy helps small problems stay small, where they are most easily resolved.

Steps to take if you have concerns:

- Bring the situation to the attention of your immediate supervisor, or a member of management and discuss it privately
- If you feel the situation has not been resolved, make an appointment to discuss the situation with your supervisor’s superior and/or the Community Manager
- If you have followed steps 1 and 2, and still feel that the situation has not been satisfactorily resolved, or in situations regarding a sensitive manner you may contact Human Resources who will assist in addressing your concerns.

Your position will not be jeopardized for bringing a legitimate problem or concern to management's attention. Working together to address common issues and concerns enables us to implement mutually beneficial solutions to problems.

## CODE OF ETHICAL CONDUCT

---

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your Department Manager or the Community Manager if you have any questions.

As public employees, we are bound by the "Code of Ethics for Public Officers and Employees" set forth in the Florida Statutes, Chapter 112, Part III. The efficient and faithful performance of our duties is very important, therefore any infraction of applicable laws regarding ethical and legal conduct will be cause for potential discipline, up to and including termination. Additionally, some acts which are breaches of the trust the public has placed in us are crimes and may be prosecuted under Florida law.

Employees of the District should not solicit anything of value from any person or organization with which the District has a current or potential relationship.

Employees may not accept items valued over \$15 received in course of business from suppliers or vendors. Such items may include gifts, food, drink, and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your Department Manager or Community Manager.

Violations of this code may lead to disciplinary action, up to and including termination.

## LOYALTY OATH

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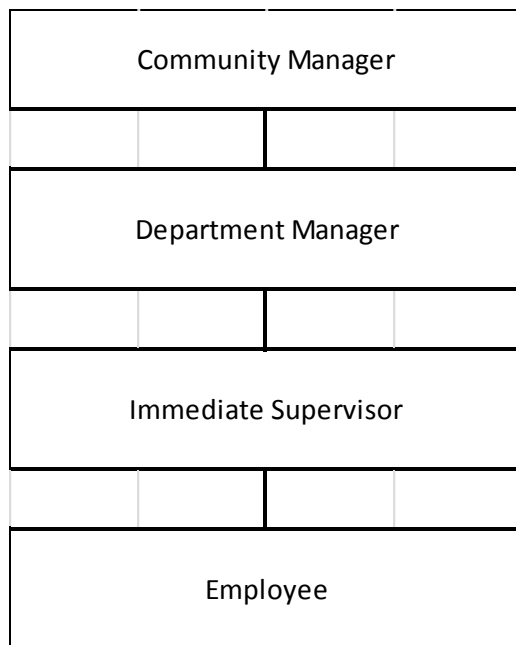
Florida law requires all employees to take an Oath of Loyalty when they are hired. Any individual who refuses to take an Oath of Loyalty will not be hired. As a public employee, you will be required to take and sign an Oath of Loyalty to the Constitution of the United States and the State of Florida. The law requires the termination of a person who refuses to take an Oath of Loyalty.

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## CHAIN OF COMMAND

---

Every employee, upon receipt of this manual, is presumed to know the applicable chain of command that pertains to him or her. Employees are expected to follow the chain of command when dealing with matters that relate to your job responsibilities. Sensitive matters and concerns of a legal nature can be brought to the attention of the HR Department or another member of management.



## PROHIBITION AGAINST NEPOTISM

---

It is the policy of the District to avoid hiring relatives into the workplace whenever possible. However, on occasion more than one relative may work for the District. A relative is defined as an individual who is related to the employee as grandfather, grandmother, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. The following guidelines will govern these situations:

- Under no circumstances will an individual be appointed, employed, retained, promoted, or transferred to any position where a relative has direct supervision, jurisdiction, or control over that position. If two employees become related while working for the District, they are subject to this policy and must immediately notify HR.
- Related persons will not be involved in evaluation of each other's job performance or in making recommendations for salary adjustments, promotions, or other budget decisions.
- Related employees shall not be employed in the same department.
- Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e., Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition

shall begin upon the post-election or post-appointment formal commencement of the term of the Trustee. Any family members of a sitting Trustee classified as a current employee (whether working or on approved leave) on August 9, 2019, will be exempt from this prohibition until the employee separates employment. Immediate family members falling within this prohibition shall be eligible for reemployment with the District upon the expiration of the term(s) of the Trustee to which they are related. For purposes of this prohibition, "immediate family member" is defined as one of the following: spouse or significant other, parent/stepparent, child/stepchild, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

#### Internal Recruitment/Transfers/Promotions

Management may post vacant positions internally only when the department manager, Community Manager, and H.R. Coordinator believe two or more current employees are qualified for the position. Employees with more than six months of service may apply for internally posted positions.

Management may transfer employees between departments and facilities to meet specified work requirements and reassign work requirements as needed. When a transfer is required and there are two or more qualified employees, that are in the position to be transferred, the H.R. Coordinator will work with affected Department Managers to identify the most suitable employee.

The Community Manager may directly promote an employee to a critical administrative/management position, without advertising the position, when it is in the best interest of the District. To be considered, employees must have held their current position for at least six months and have a satisfactory performance record. The Community Manager retains the discretion to make exceptions to the policy.

#### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

---

It is the policy of the District to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or status as a veteran in accordance with applicable state and federal laws. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination, and all other terms and conditions of employment. The Barefoot Bay Board of Trustees', Community Manager, and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this EEO policy to the immediate attention of any member of management and the HR Department who will promptly bring the matter to the attention of the Community Manager for investigation and resolution. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

## VETERAN'S PREFERENCE

---

Veterans must have been honorably discharged as indicated on their DD214 to be eligible for preference. Eligible applicants who meet the minimum requirements for the position will be offered an interview regardless of ranking.

## NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

---

It is the policy of the District that you should be able to enjoy a work atmosphere free from all forms of discrimination, including sexual harassment. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, harassment, and retaliation.

The District prohibits and does not tolerate any such discrimination or harassment.

### ***Definitions of Sexual Harassment***

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through email); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment - that is, harassment not involving sexual activity or language e.g., male manager yells only at female employees and not males - may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

### ***Other Forms of Harassment***

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, marital status, genetic predisposition or carrier status, sexual orientation, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities. Harassing conduct includes, but is not limited to epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes and display or circulation in the



workplace of written or graphic material that denigrates or show hostility or aversion toward an individual or group (including through email).

### ***Individuals and Conduct Covered***

These policies apply to all applicants, and employees, and prohibit harassment, discrimination, and retaliation whether engaged by fellow employees, by a supervisor, manager, or by someone not directly connected to the District, e.g., an outside vendor, consultant, or residents.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

### ***Retaliation is Prohibited***

The District prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

### ***Reporting an Incident of Harassment, Discrimination, or Retaliation***

The District strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the District's policy or who have concerns about such matters should file their complaints with their immediate supervisor or Human Resources before the conduct becomes severe or pervasive. Employees should feel free to file their complaints with any member of management and/or Human Resources.

**Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Please note, federal, state, and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.**

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The District will make every effort to stop alleged harassment before it becomes severe or pervasive but needs the cooperation of employees in order to do so.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

It is important that each employee play a role in preventing or eliminating sexual or any other harassment by:

- Examining his/her own behavior in the workplace to be sure that he/she is not engaged in offensive conduct
- Making it clear that he/she does not approve of actions or conduct that may be offensive
- Supporting the District's policy against harassment

- Promptly informing the person or persons involved that they should stop engaging in the conduct which is offensive or objectionable to the employee
- Promptly bringing the matter to the attention of their immediate supervisor, a member of management, or Human Resources

### ***The Investigation***

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly, thoroughly, and impartially by management and Human Resources. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

### ***Responsive Action***

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, reassignment, temporary suspension without pay or termination, as the District believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal the decision to the Community Manager.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the District prohibit discrimination on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges, and perquisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

## **AMERICANS WITH DISABILITIES ACT POLICY STATEMENT**

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The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

A disability is:

- A physical or mental impairment that substantially limits one or more major life activities; or
- A record of such impairment (with respect to an individual); or
- An impairment which substantially limits a major life activity (with respect to any individual regarded as having the same); or
- Having a relationship or association with someone who has a known disability.

### ***Reasonable Accommodation***

It is the policy of BBRD to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (“EEOC”). Consistent with this policy of nondiscrimination, the District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the District.

BBRD will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so would result in an undue hardship to the District or impose a direct threat to the safety of the employee or others in the workplace and the threat cannot be eliminated by reasonable accommodation. The District encourages individuals with disabilities to come forward and request reasonable accommodation. Contact Human Resources with any questions or requests for accommodation.

### ***Procedure for Requesting an Accommodation***

On receipt of an accommodation request, a member of Human Resources will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation the District might make to help overcome those limitations.

The District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, and the accommodation’s impact on the operation of the District, including its impact on the ability of other employees to perform their duties and the District’s ability to conduct business.

The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the District to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items, i.e., eyeglasses, hearing aids, wheelchairs, etc.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

## **WORKING AND COMPENSATION**

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### **EMPLOYMENT ON AN AT-WILL BASIS**

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All employees of the District, regardless of their classification or position, are employed on an at-will basis. This means that each employee’s employment is terminable at the will of the employee or the District at any time, with or without cause and with or without notice. No representative or employee of the District has any authority to enter into any agreement with any employee or applicant for

employment other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the District shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

## ATTENDANCE AND REPORTING TO WORK

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Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time as scheduled. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The District depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the Department Manager. After three days' absence, you will be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work. Absence from work for three consecutive days without properly notifying your immediate supervisor will be considered a voluntary resignation except for unavoidable circumstances.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a FMLA leave of absence), you should notify your immediate supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your immediate supervisor prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If your immediate supervisor is not available, you should contact the Department or Community Manager prior to the start of your scheduled workday. Leave your number so that your immediate supervisor can return your call. Depending on the circumstances of your absence, failure to properly contact us as soon as possible may result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance will be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical, and dental appointments should be scheduled around your assigned work hours. If you are unable to schedule an appointment before or after your shift, you are required to talk to your immediate supervisor to make special arrangements.

## WORKDAY HOURS AND SCHEDULING

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Due to the nature of operating a recreation district, employees of the District are required to work a variety of hours during the week. Some departments will operate at different times than others. Your starting, lunch, and quitting times are determined by your Department Manager. Employees are expected to observe the specific hours outlined in the work schedules prepared by their respective Department Managers. These schedules are posted and must be strictly adhered to in order to ensure the smooth operations of the District. Work schedules will be changed when management deems it necessary. Any deviation from your assigned schedule must be approved in advance by your Department Manager. Additionally, employees are not permitted to change schedules with a fellow employee without securing permission from each employee's Department Manager.

The regularly scheduled workweek for the District is: Monday at 12:01 a.m. and ends on Sunday at 12:00 am midnight. Start and end times are scheduled by your Department Manager. Employees are required to be present for work during the workday established for them by their supervisors.

Work schedules may vary depending on such factors as weather, materials supply, building needs, etc. If you are unsure about expected starting times on any particular job assignment, ask your Department Manager for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your Department Manager or call the office directly.

## RECORDING HOURS WORKED

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All hourly employees shall follow their supervisor's instructions to record the correct time of your arrival and departure for your scheduled shift, including the approval of bi-weekly payroll submittals. It is expressly forbidden to falsify your time or another employee's time at work. Immediate supervisors and department managers are responsible for verifying employee attendance.

## PAY PERIOD AND PAYDAY

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The District issues paychecks, on a Bi-weekly basis. Pay periods start Monday at 12:01 am and ends on Sunday at 12:00 am midnight. Employees are encouraged to have their paychecks directly deposited into their designated bank account. Paychecks are deposited no later than Thursday following the end of the pay period. If the employee does not choose direct deposit, the paychecks will be available for pick up by the employee starting at 4 pm on Thursdays following the end of the pay period.

## WORKWEEK & OVERTIME/COMPENSATORY TIME

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The District's workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 am midnight. Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Under no circumstances shall an employee work overtime without the approval of their immediate supervisor or the Department Manager.

Non-exempt employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Non-exempt employees may elect to receive compensatory time (prior to working over 40 hours in a workweek) at the rate of 1.5 hours for every 1.0 hours worked. Non-exempt employees' compensatory time must be used within the same fiscal year and cannot be accrued in excess of 80 hours. Compensatory time for non-exempt employees will be paid out 100% upon separation.

Exempt employees may elect to receive compensatory time. Compensatory time will be calculated as one hour comp time for one hour worked. Compensatory time must be used within the same fiscal year of earning the time and cannot exceed 80 hours. Compensatory time will not be paid out upon separation. The employee's immediate supervisor shall track comp time accruals and usage and will maintain written records of approvals of comp time earned and used. Only comp time approved in writing by the employee's supervisor will be accrued and then later used.

Decisions regarding overtime work will be made by the Department Manager or the Community Manager. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

## HOLIDAYS

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The District observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas

Only Regular Full-Time Employees who have been employed for a minimum of 30 days are eligible to be paid for Holidays. Holiday Pay is paid on the hours normally worked by a Regular Full Time-Employee. If a holiday falls on a Saturday, it is observed on the preceding non-holiday weekday. If a holiday falls on a Sunday, it is observed on the subsequent non-holiday weekday. Regular Full-Time Employees must either be present for scheduled work or on approved vacation on both the workdays immediately preceding and immediately following a holiday to receive Holiday Pay. If a paid holiday falls within an approved vacation, the holiday will not be counted as a vacation day unless the vacation is coincident with an employee's separation of employment.

Regular Full-Time non-exempt employees will be paid normally for all hours worked on a holiday or on an observed holiday in addition to being paid the holiday pay if eligible.

All Regular Part-Time, Seasonal, and Temporary Employees will be paid double time for every hour worked on a holiday. All Regular Part-Time, Seasonal, and Temporary Employees will be paid double time for every hour worked on an observed holiday unless they worked the actual date of the holiday.

## EMPLOYMENT CLASSIFICATIONS

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Upon being hired by the District, all new employees and employees who have been transferred or promoted to a new position must serve a six (6) month probationary period. It is especially important that you make your Department Manager aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the probationary period, your performance will be reviewed, by your Department Manager and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion

of the probationary period does not entitle you to employment for any specific term but may entitle you to participate in many of the District's employee benefits programs.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work a minimum of thirty (30) hours per week (minimum of 1,500 hours per year).
2. Regular Part-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work less than thirty (30) hours per week (maximum of 1,500 hours per year).
3. Temporary or Seasonal Employees - An employee whose services are scheduled to be of limited duration. Temporary or Seasonal employees are not eligible for participation in those employee benefits programs made available for the District Regular Full-Time and Regular Part-Time Employees. Service as a temporary does not count as service as a Regular Employee for benefit eligibility purposes.
4. Interim Employee – An employee who is hired or promoted as a replacement to temporarily supplement the workforce.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive, administrative, professional, and supervisory employees, whose positions meet specific tests established by the Fair Labor Standards Act, are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. Exempt employees working outside their normal hours may receive compensatory time per their immediate supervisor.
2. Non-Exempt Employees - All employees who do not meet the Fair Labor Standards Act exemption test for an exempt employee are identified as non-exempt employees. Non-exempt employees are hourly employees, who must be paid the state minimum wage and are eligible for payment of overtime pay.

## MAINTAINING YOUR PERSONNEL RECORDS

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It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Please notify the Resident Relations Office to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

## PERSONNEL FILES

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Employee personnel files are the property of the District and do not belong to the employee. However, upon request, the District will allow an employee to review their employee file under the supervision of

management. If a public record is viewed or copied from an employee's personnel file, the Resident Relations Manager/H.R. Coordinator or designee shall notify the said employee as soon as possible.

## PERFORMANCE EVALUATIONS

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Employees will have their job performance reviewed at the mid-point and end of their six (6) month probationary period and on an annual basis by their immediate supervisor and/or Department Manager.

## RECOGNITION POLICIES:

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Barefoot Bay Recreation District recognizes the value of institutional knowledge and experience held by long-term employees. Additionally, the retention of high-performing employees reduces the cost of employee turnover and enhances corporate competitiveness.

Two programs are used to reward longevity and innovation/extraordinary service/innovation.

### 1. Longevity Milestone Award Program

Full-time, and part-time active employees become eligible for a milestone recognition award of bonus days off in the year in which they complete 5, 10, 15, 20, 25, 30, 35, and 40 years of service.

<b>Years Served</b>	<b>Bonus Days Off</b>	<b>Years Served</b>	<b>Bonus Days Off</b>
Five	One	Twenty-five	Five
Ten	Two	Thirty	Six
Fifteen	Three	Thirty-five	Seven
Twenty	Four	Forty	Eight

Employees reaching the following service milestones will be granted the following lifetime discount on lunch meals at the 19th Hole:

10 years	\$1
20 years	\$2
30 years	\$3

### 2. Innovation, Extraordinary Service and/or Innovation Award Program

#### PURPOSE:

The purpose of the Employee Recognition and Incentive Program is to reward employees for exceptional, extraordinary, or innovative performance that benefits or improves District services and programs. The Program is intended to promote and encourage teamwork, motivation, efficiency, and productivity in the performance of duties for the benefit of the District and the community.

#### SCOPE:

Applies to all full-time and part-time employees.

#### DEFINITIONS:

**Bonus:** A one-time monetary award not to exceed five hundred dollars (\$500.00) provided to an employee in addition to the employee's regular compensation which may be made upon determination of merit for an award by the District's Management Team. Award criteria must be met for a bonus to be awarded to any employee. **Operational Excellence Award:** To recognize employees who have



demonstrated continuous exceptional performance and have made a significant positive contribution to their Department's operations, functions, or provision of services. Extraordinary Service Award: To recognize employees who have demonstrated performance that goes above and beyond the call of duty for a particular job classification, substantially exceed performance expectations, or perform valuable tasks or services beyond defined job classification duties during special, unusual, or emergency events. Innovation Award: To recognize employees who have made innovative suggestions, have implemented new or novel processes, or have engaged in creative or ingenious performance that has raised substantial revenue or saved substantial costs to the District.

#### PROCESS:

Any District employee (including Department Heads and the Community Manager) may nominate any other District employee for any specific Recognition and Incentive Program Award. The nominating employee must provide a written statement providing the facts and circumstances supporting the nominated employee's entitlement to the Award. The nomination shall be submitted to any Department Head or the Community Manager but may be anonymous. Upon receipt of a written nomination, the District Management Team (consisting of all Department Heads and the Community Manager) shall jointly consider and determine whether an award is merited. The Management Team shall have the sole discretion to determine whether the criteria for any award have been met and/or the amount of any bonus, not to exceed five hundred dollars (\$500.00), which may be provided upon the granting of any award. The Board of Trustees shall be publicly notified when any employee has been granted an award pursuant to this policy.

#### EMPLOYEE REFERRAL PROGRAM:

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To enhance recruitment efforts for part-time positions, current employees who are listed on applications as a "referrer for employment" will receive the following compensation at the following intervals upon start of work of the referred applicant:

After 1<sup>st</sup> day of work

\$100- or 8-hours vacation for full-time employees or 4 hours vacation for part-time employees

After successful completion of initial probationary period

\$200- or 16-hours vacation for full-time employees or 8 hours vacation for part-time employees

#### STANDARDS AND EXPECTATIONS FOR WORKPLACE AND SAFETY

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The District believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her Department Manager in a timely manner.

## REPORTING UNSAFE CONDITIONS OR PRACTICES

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Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your Department Manager immediately. If you have a question regarding the safety of your workplace and practices, ask your Department Manager for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your Department Manager. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

## MAINTAINING A SAFE WORKSITE

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We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Building and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Unsafe cell phone use
- In conditions affecting public safety, use of medications that may affect the safety and well-being of others.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

## USING SAFETY EQUIPMENT

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Where needed, the District provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your Department Manager before performing the job duty for which you need the safety equipment.

## REPORTING AN INJURY

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Employees are required to report any injury, accident, or safety hazard immediately to their immediate supervisor and/or Department Manager. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

The District provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits. In all cases in which an employee files a workers' compensation claim for a job-related injury, drug testing is required pursuant to the BBRD Drug-Free Workplace Policy.

Employees who sustain work-related injuries/illnesses; or who see a co-worker sustain a work-related injury or illness must by penalty of disciplinary action inform their immediate supervisor or Department Manager as soon as possible. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

## DIRECTIONS FOR ANY WORKER ACCIDENT:

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**Step 1:** If this requires emergency attention – CALL 911

**Step 2:** Have a manager complete a First Report of Injury Form and have the employee sign (if capable)

**Step 3:** If need be, go first to an Urgent Care Facility (see below) or the Emergency Room. Inform the location that you have a workers' comp injury and give them the claim number if you have it.

If you are unable to obtain a claim number in advance of treatment, please give the medical facility your Social Security number and contact HR or your Department Manager as soon as possible.

## URGENT CARE

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1. Sebastian Family Walk-In Clinic 13840 US Hwy 1, Sebastian (4.18 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Indian River Walk-In Clinic 652 21<sup>st</sup>. St., Vero Beach (19.77 Miles)
4. CareSpot Urgent Care 1820 58<sup>th</sup> Ave #110, Vero Beach (20.3 Miles)

## HOSPITALS

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1. Sebastian River Medical Center 13695 US Hwy 1, Sebastian, FL (3.77 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Holmes Regional Medical Center, 1350 S Hickory, Melbourne, FL (16.89 miles)
4. Indian River Cleveland Clinic 1000 36<sup>th</sup> St., Vero Beach, FL, (18.28 miles)
5. Melbourne Regional Medical Center 250 N. Wickham Rd., Melbourne, FL (21.87 miles)

Neither Barefoot Bay Recreation District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Barefoot Bay Recreation District (Employees may not be eligible for workers' compensation benefits if following an accident or upon reasonable suspicion, they refuse to submit to a drug test or if they test positive for illegal drugs within their system).

## HAZARD COMMUNICATIONS

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If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your Department Manager immediately.

## DISTRICT EQUIPMENT, SUPPLIES, AND VEHICLES

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All employees are expected to take care of all equipment and supplies provided to them. Equipment or vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the immediate supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or is in need of repair. Prompt reporting of damages, defects, and the need for

repairs could prevent deterioration of equipment and possible injury to employees or others. Your immediate supervisor or Department Manager can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Driving a vehicle owned by the District is a privilege. If you are granted the privilege of driving such a vehicle, you are solely responsible for ensuring that the vehicle assigned to you is operated in a safe and prudent manner and in compliance with all of the District's rules and regulations, and all state and federal laws, rules and regulations relating to motor vehicle operation. Your failure to abide by any such laws, rules and regulations may result in a variety of consequences, including, without limitation, the loss of this privilege, termination of your employment, and possible legal consequences.

You are responsible for the vehicle's keys and license plate and any other property of the District related to the vehicle. If you are authorized to drive a vehicle owned by the District, you must adhere to these regulations:

- Absolutely No Smoking. Under no circumstances will there be any smoking in any vehicle at any time, including, but not limited to, tobacco products and electronic cigarettes.
- Authorized Barefoot Bay Recreation District personnel only. In cases of emergency, the Community Manager may authorize an exception.
- In Case of Accident. All accidents and damages must be reported to your immediate Department Manager as soon as possible. Any employee involved in an accident with a District vehicle must complete both state and company insurance accident reports within 24 hours of the accident.
- Driver's License. All employees assigned to drive a vehicle owned by the District must have a valid and current Florida driver's license. Employees recently relocated to Florida must obtain a Florida license before they may drive a District vehicle.
- Driving while impaired. No employee may operate a vehicle owned by the District while impaired by alcohol, illegal drugs, or medication.
- Personal Use. Vehicles owned by the District may not be used for personal purposes.
- Loss of Insurability. If you are deemed to be a high-risk driver or are otherwise uninsurable, you will lose the right to use a vehicle owned by the District. You must notify your supervisor immediately if you are a high-risk driver or are uninsurable.
- No Irresponsible or Reckless Driving. Anyone driving a vehicle owned by the District must obey all laws and regulations regarding the operation of a motor vehicle and shall exercise extreme caution when operating the vehicle.
- Payment of Fines and Tickets. Employees will be responsible for paying all traffic or parking fines received while operating a District-owned vehicle.

The theft, improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are subject to mandatory drug testing as provided for in the BBRD Drug-Free Workplace Policy immediately after any vehicular accident while at work and/or on duty that the employee has caused, contributed to, or been involved in. Additionally, mandatory drug testing may be required if the supervisor has reasonable suspicion of drugs or alcohol based upon the performance of the individual in her/his job. This provision shall apply regardless of whether the employee is driving a District-owned vehicle or a vehicle owned by any other party.

## SMOKING AT THE WORKPLACE

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The District's policy is to provide smoke-free environments for our employees, residents, and the general public. Smoking of any kind is prohibited inside our office, district buildings, and district vehicles. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside in designated smoking locations.

Employees are also responsible to inform anyone working on our grounds of this smoke-free policy and report to their immediate supervisor any violation of this policy.

## VIOLENCE AND WEAPONS

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The District believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business and will not be tolerated. Violence is not an effective solution to any problem. Employees are strictly prohibited from the unlawful use of any weapons including knives, pistols, rifles, stun guns, Mace, etc., in the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a situation that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your immediate supervisor, Department Manager, and/or Human Resources Department.

You are expected to immediately report to your Department Manager any violation of this policy. Any employee found threatening another employee, fighting, and/or unlawfully using weapons in the worksite will be subject to disciplinary action, up to and including termination.

## EMERGENCY OPERATION POLICY

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During emergencies or the preparation for a potential emergency, employees of the Barefoot Bay Recreation District have responsibilities to the citizens of the district and to assist in the preparation for the potential emergency. Employees are also critical in the recovery from events. To ensure that BBRD's expectations are clear to all and that the safety of people, employees, and facilities are protected the following policies are adopted. Additionally, Department Managers, supervisors, and essential personnel are expected to be familiar with the BBRD Emergency Management Plan. Non-essential employees are encouraged to familiarize themselves with the Emergency Management plan each year prior to hurricane season.

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### DEFINITION:

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**Emergency** – Any natural or man-made event that requires the preparation for and potential evacuation of BBRD facilities and or residents and is declared by the Chairman of the Board of County Commissioners.

**Administrative Leave** - Paid at a regular rate for the days during a Declared Emergency and not to exceed five days.

**Return to Work Notice** - Per the Emergency Management Plan, employees will be notified when to return to work based on their classification (essential, pre/post-disaster essential personnel and non-essential personnel).

**Emergency Phone Number** - All employees will provide their immediate supervisor an updated regular and emergency contact number each year on or before May 31.

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## EMERGENCY OPERATION POLICIES

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1. No time off or annual leave will be granted within 5 days of an anticipated emergency, during a declared state of emergency, and during a Level II EOC state of preparedness or immediately following an emergency (as determined by the Community Manager). Exceptions will be reviewed and granted by the Community Manager on a case-by-case basis. Given the above, employees are expected to prepare their home emergency plans and protect their property during non-work hours and in advance of the possible preparation of District facilities.
2. Those who are not scheduled to work may be called in to assist in the preparation of BBRD facilities. Those called in will be compensated in accordance with the BBRD's policies.
3. BBRD facilities and amenities will be closed in accordance with the Emergency Management plan prior to any anticipated disaster.
4. Per the Emergency Management Plan, non-essential personnel and pre/post-disaster essential personnel will be released from work as required. Said employees will be put on administrative leave. Employees who work scheduled shifts in advance of, cessation of normal BBRD operations, and report back to work after the emergency will be compensated for the time on administrative leave up to 32 hours.
5. Employees are required before hurricane season each year to provide their immediate supervisor with an up-to-date contact number or numbers. This number will be the number at which the employee can be reached in the event of preparation for, evacuation of area and Return to Work Notice. Failure to Return to Work when notified at this contact number may result in the determination that the employee has abandoned the job. He or she may be disciplined up to and including termination.
6. During the preparation of facilities and recovery from disasters employees may be asked to perform jobs that are not in their usual daily work or job description. Failure to perform reasonable tasks at the direction of Management of BBRD may be cause for immediate suspension and/or termination.

All compensation policies for non-exempt employees shall be in effect during recovery operations. Non-exempt essential employees who shelter in place will be paid for every hour they are at BBRD, up to 24 hours per day. All other non-exempt employees will only be paid for hours worked at BBRD, excluding Administrative leave hours. Exempt employees working outside their normal hours during the declared emergency may receive compensatory time. Exempt employees working during a declared state of emergency shall record their hours worked (as instructed by the Finance Office) in case federal disaster recover funds cover their hours worked beyond 40 hours per week. In the event reimbursable overtime is paid to exempt employees, BBRD compensatory time shall not be allowed.

## DRUG-FREE WORKPLACE

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The District does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on the District's premises or worksites, or while operating the District's equipment or vehicles.<sup>1</sup> The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as an organization. Employees in safety-sensitive positions have an obligation to ensure that they are not impaired while engaged in their jobs and do not pose a direct threat to their safety and the safety of others. If you need to take a prescription medication that may affect your ability to safely perform your job duties, you are required to discuss possible accommodations with your Department Manager. Violation of this policy will result in disciplinary action, up to and including termination.

Prior to employment, each potential employee must undergo a drug test. Employees reasonably suspected through observation/documentation to be under the influence of alcohol or other drugs shall be prevented from engaging in further work of any sort and will have given the District cause to subject them to immediate testing, in accordance with the procedures set forth in the policy.

As a condition of employment, employees must notify their Department Manager if they are arrested for a criminal charge relating to illegal drugs and/or alcohol. Such notification must be made within twenty-four (24) hours of the arrest. Any employee who is convicted of violating criminal drug or alcohol statutes must notify an appropriate Department Manager or the Community Manager of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action, up to and including termination.

Barefoot Bay Drug-Free Workplace Program adheres to Florida State Statutes. The Barefoot Bay Drug-Free Workplace Policy is available in the District Office for review.

## RESIDENT RELATIONS

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At Barefoot Bay Recreation District, delivering excellent customer service is the measure of our success. It is the responsibility of each employee, within reason, to interact with the residents or guest to achieve this goal.

## APPEARANCE AND ATTIRE

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Management may exercise good discretion to determine appropriateness in appearance. Employees who do not meet a professional standard, to be determined at management's sole discretion, may be sent home to change and non-exempt employees will not be paid for that time off. Some basic essentials of appropriate dress include the need for clothing to be neat and clean. A reasonable dress code prohibits

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<sup>1</sup> This policy is not intended to prohibit the possession, distribution, and/or sale of alcohol by authorized Food and Beverage Department employees in the normal course and scope of performing their job duties where such possession, distribution, and/or sale of alcohol is a defined part of their job description or has been otherwise authorized in advance by District Management.



any extreme in dress, accessory, fragrances, or hair. It is impossible and undesirable to define an absolute code for dress and fragrances. Management will apply a rule of reason on a case-by-case basis.

Appearance has an impact on both employee performance and customer perceptions; therefore, Barefoot Bay does not allow facial jewelry, specifically eyebrow, nose, and lip piercing if the Department Manager deems it a safety hazard. It also requires earrings, hair color, and tattoos on both men and women, to be “professional”. To present a professional image to our residents, guest and the public, all employees are required to wear appropriate clothing on the job. Shirts with inappropriate slogans, tight pants, miniskirts, tank tops, cut-offs halter tops, muscle shirts, crop tops, and flip flops are not acceptable attire. If District clothing is provided by the District, it must be worn while on duty. By necessity, the dress standards for the business office are somewhat different than for job sites.

- For the business office, casual business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as jeans, shorts, cut-offs, or halter tops are not acceptable attire for the business office, which includes the New Administration Building. Management may designate days in which more casual attire is acceptable.
- For worksites, employees are expected to wear clothes appropriate for work to be done as outlined by the Department Manager or Community Manager. Employees should be sensitive to the location and context of their work and should be ready to adjust their dress if the circumstances so warrant. Employees at a job site should wear clothing that protects their safety and wear clothing in such a way as to be safe (e.g., shirts tucked in when working around machinery).

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## CONFLICTS OF INTEREST

Barefoot Bay Recreation District is a special unit of local government which means that Florida Statutes have established clear rules of conduct. You should avoid external business, financial, or employment interests that conflict with the District’s community and business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, resident, or supplier.

Violations of law may lead to disciplinary action, up to and including termination, and prosecution under the law.

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## SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, the District has adopted the following rules concerning solicitation and the distribution of materials:

- The District prohibits solicitation and distribution of non-district materials on District property or at District sites at all times.
- Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bona fide non-profit 501(c) fundraising efforts shall be permitted.

## PERSONAL CALLS, VISITS, AND BUSINESS

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The District expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods.

Employees should also limit incoming personal calls, internet use, visits, or personal transactions on both District and personal devices (use of personal devices is allowed on breaks). The District's phones should be available to serve the District's community, and non-business use of the phones can hurt the District's operations. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.

## INSPECTION OF PERSONAL AND DISTRICT PROPERTY

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The District's employees use the property and equipment the District owns and provides, and may also use the District's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by the District remains the property of the District. The District reserves the right to search any District property (e.g., personal computers, desks, lockers, or other storage areas) at any time. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

## WORKPLACE MONITORING

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Workplace monitoring may be conducted by Barefoot Bay Recreation District to ensure quality control, employee safety, security, and customer satisfaction.

Barefoot Bay Recreation District may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because Barefoot Bay Recreation District is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures an employee or other building user violating District policies, rules, or local, state, or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

No employee, unless authorized by the Community Manager or designee, shall tamper with, alter, turn off or otherwise adjust CCTV cameras or equipment. Employees who violate this prohibition will be disciplined including up to termination based on the severity and nature of the offense.

## NETWORK AND ELECTRONIC RESOURCES POLICY

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Network and Electronic Resources, such as computers, other hardware, software, e-mail, landline, and cellular telephones, fax machines, and internet access, are tools that the District provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary District property and subject to review or access by the District at any time.

All employees who use the District's Network and Electronic Resources must follow the guidelines below:

1. Use Network and Electronic Resources for District business purposes only.
2. Messages and communications sent via the District's Network and Electronic Resources are subject to the Public Records Act and may be used in legal proceedings. Thus, all records are open to public review. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
3. E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.
4. Remember that all of the District's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct, and Rules of Conduct, apply to the use of the District's Network and Electronic Resources. Employees must not review or forward sexually explicit, profane, or otherwise unprofessional or unlawful material through the District's Network and Electronic Resources
5. District's Network and Electronic Resources are the District's property and will be assigned to employees as needed. Upon assignment of original password, employees shall change the password to a unique password. Passwords shall not be shared with any co-workers, supervisors, or other persons. Only the Community Manager, District Clerk, or designee are authorized to download or install any software or program on any District computer or other hardware.
6. The District expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked, or patented material.
7. Employees must not attempt to override or evade any program or measure installed by the District to protect the security or limit the use of its Network and Electronic Resources.
8. Employees shall not play non-work-related video and/or music streaming during regular business hours from District computers or devices.

The District retains the right to review all communications conducted and data saved, reviewed, or accessed via the District's Network and Electronic Resources, including District computers, e-mail, and internet access. The District does not permit its employees to access or use any District password, e-mail, or internet access other than their own. Inappropriate use of Network and Electronic Resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use, and not permit others to access District systems.

## CONFIDENTIAL AND PROPRIETARY INFORMATION

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In the course of employment, you may have access to confidential information or other information regarding the District or fellow employees. It is your responsibility to refrain from revealing or divulging any such information and that you use it only in the performance of your duties. Even information subject to public records laws shall be considered confidential until such time a request is made by the public to review such information. Violation of this policy shall be considered misconduct connected with employment as contemplated by Chapter 443 of the Florida Statutes, governing unemployment compensation, and shall subject the employee to immediate dismissal.

## PERSONAL CONDUCT

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As a condition of employment, employees must notify their Department Manager if they are arrested for a criminal charge. Such notification must be made within twenty-four (24) hours of the arrest.

## RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

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There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. The District expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the District's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the District reserves the right to discharge an employee at its discretion, with or without notice.

Although employment with Barefoot Bay Recreation District is based on mutual consent and both the employee and Barefoot Bay Recreation District have the right to terminate employment at will, with or without cause or advance notice, Barefoot Bay Recreation District may use progressive discipline at its discretion. These steps are guides only; it is not to be assumed that any one of them, or all of them in progression, will automatically be administered.

Barefoot Bay Recreation District recognizes that each disciplinary situation is unique. Therefore, management retains the right to treat each incident on an individual basis at its discretion. However, in considering the discipline to be utilized in a particular case, management may consider the severity of the event, the cost involved to Barefoot Bay Recreation District, the interval between violations of a similar nature by the same employee, other violations, the employee's overall work record, the employee's length of service, and other factors as may bear upon the efficient and harmonious operation of Barefoot Bay Recreation District. While Barefoot Bay Recreation District is in no way bound to follow any specific procedures, the following forms of discipline may be utilized:

- **ORAL WARNING** - For minor offenses, the employee should be given an oral warning and document with the date, and the incident in the District employee's personnel file.
- **WRITTEN WARNING** - If the Oral Warning does not produce the necessary improvements and when repeated; or, when more severe offenses occur, the employee should be given a written warning. The written warning must include what has occurred, what rule or policy has been violated, what is expected of the employee, the amount of time allowed for improvement and make specific reference to all previous warning(s) (if any) that pertain in any way, to this warning. The warning statement should also contain a statement as to what more drastic disciplinary action will be taken if the employee does not correct the situation or commits further policy or rule infractions. All the facts of the case leading to the written warning should be discussed with the employee in private, with no interruptions. A copy of the written warning should be provided to the employee. The employee should acknowledge receipt of the written warning by signing the Written Warning document (memo). The employee should be encouraged to make any comments she/he feels is pertinent to the situation. If the employee refuses to sign the Written Warning, it is the responsibility of the

Department Manager to so state on the form prior to forwarding it to be put in the District employee's personnel file.

Following a written warning the immediate supervisor under the guidance of Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give a clear expectation of how the employee can correct his/her work-related deficiencies

- **SUSPENSION** - A period of time that an individual is not permitted to work or receives pay from Barefoot Bay Recreation District. Suspension is appropriate in lieu of termination, when management feels an investigation of the circumstances is warranted and immediate "defusing" of a situation becomes necessary or when conflict with another employee warrants both to be suspended until an investigation uncovers the individual culpability of the conflict. Suspensions are generally without pay and are issued for a period of one (1) to ten (10) working days depending upon the seriousness of the infraction. If there is a need to dock pay from an exempt employee because of a suspension, the pay will be docked in full-day increments.

Following a suspension, the immediate supervisor under the guidance of Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give a clear expectation of how the employee can correct his/her work-related deficiencies

- **DEMOTION** - Demotions occur when employees do not follow the methods and procedures established for the particular job function or when the employee does not sustain quality performance.
- **DISMISSAL** - Dismissals are the involuntary separation of an employee at Barefoot Bay Recreation District. Dismissals should be substantiated with documentation of previous disciplinary actions, except in those cases serious enough to warrant immediate dismissal.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Barefoot Bay Recreation District. All discipline actions must be documented in the employee file.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

1. Excessive absenteeism or tardiness.
2. Dishonesty, including falsification of District-related documents, Employment Applications, or misrepresentation of any fact.
3. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
4. During your working hours for the District, being in the possession of, consumption of, or being under the influence of alcoholic beverages or illegal drugs.
5. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.
6. Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
7. Possession of weapons, firearms, ammunition, explosives, or fireworks, in accordant with current Local, State, and Federal laws.
8. Failure to promptly report a workplace injury or accident involving any of the District's employees, residents, equipment, or property.

9. Willful neglect of safety practices, rules, and policies.
10. Speeding or reckless driving in a District vehicle.
11. Violation of a criminal or civil state or federal law or other conduct which may damage the reputation of the District.
12. Use of profane language while on District business.
13. Stealing, misappropriating, or intentionally damaging property belonging to the District or its residents or employees.
14. Unauthorized use of the District's or its residents' name, logo, funds, equipment, vehicles, or property.
15. Insubordination, including failure to comply with any work assignments or instructions given by any District Department Manager or immediate supervisor with the authority to do so.
16. Violation of the District's Equal Employment Opportunity Policy or its Harassment Policy.
17. Interference with the work performance of other employees.
18. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
19. Failure to maintain the confidentiality of information belonging to the District or its residents.
20. Failure to comply with the personnel policies and rules of the District.
21. Unauthorized tampering, altering, turning off, or adjusting District electronic equipment, including but not limited to CCTV system.

## RE-EMPLOYMENT

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Former employees who are rehired and return to work within three months of their termination will not be required to go through another probationary period unless the District deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new probationary period. They will be considered new employees for any and all benefits. As a general rule, the District will not rehire former employees who:

- Were dismissed by the District
- Resigned without giving two weeks' notice
- Were dismissed for inability to perform job duties
- Had a poor attendance record
- Had a below-average evaluation
- Violated work rules or safety rules

Variances from the above referenced general rule shall be authorized by Human Resources and the Community Manager.

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## OUTSIDE EMPLOYMENT

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The District discourages our employees from taking additional outside employment. Employees who wish to take on outside employment must first obtain permission from their Department Manager or the Community Manager. Work requirements for the District, including overtime, must take precedence over any outside employment.

If the District permits an employee to take outside employment, the employee must report to his or her Department Manager when the outside job has started. If, as a result of this outside employment, the employee is unable to work when requested by the District, including overtime, or is unable to maintain a high work performance level at the District, permission to work at the outside job may be rescinded, or the employee may be subject to termination.

Employees are not permitted to work for any vendor of the District outside of the regular working hours as described above, without the express approval of the District's Community Manager or his or her designated representative.

The District will not pay medical benefits for injuries or sickness resulting from employment by any employer other than the District.

## BENEFITS

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### HEALTH INSURANCE

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Barefoot Bay Recreation District's health insurance plan provides employees and their dependents access to medical and dental care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

Full-time employees and part-time employees who work 30+ hours per week. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Barefoot Bay Recreation District and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the employee benefits package.

### VOLUNTARY INSURANCE AND BENEFITS

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In addition to health insurance programs, the District offers benefits and insurance that Regular full-time employees may elect at their cost. Currently, these benefits include additional life insurance, Accidental Death and Dismemberment (AD&D) insurance, retirement plan, tuition reimbursement, short-term disability insurance, long-term disability insurance, and dental insurance. These optional benefits are subject to change from time to time.

## TUITION REIMBURSEMENT

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Approval for participation in this program must be granted in advance of the start of the classes, by the employee's immediate supervisor, Department Manager, and HR, in order for the participant to be reimbursed. Application made after the start of classes may not be approved.

Employees in the following employment situations are eligible to participate in Tuition Reimbursement: Regular Full-Time employees and under certain circumstances Part-time employees may take academic course work and receive reimbursement for tuition. Courses must be job-related.

A.

- I. Courses must be taken at an accredited institution and are normally taken on the employee's own time.
- II. Employees may seek reimbursement only for courses that are directly related to their current position.
- III. The District will provide 100% tuition reimbursement only for classes that the employee successfully completed and passed. There is no reimbursement for classes that have not been completed or failed.
- IV. Separation from employment with Barefoot Bay Recreation District terminates any eligibility for this program. The District must be reimbursed for any funds it has expended if separation occurs prior to the completion of the course(s).

B. Course reimbursement will be made after completion of the course with documentation of course passing.

C. Each budget year funds will be allocated for this program and managed by Department managers. If the allocated funds are exhausted no further reimbursements will be made for the balance of the current budget year.

D. If you terminate employment within three (3) years after completion of a course for which you have received tuition assistance, you must reimburse Barefoot Bay in an amount proportionate to the three (3) year period of employment not completed, rounded to the nearest month.

## VACATION TIME

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Regular Full-Time and Regular Part-Time Employees are eligible to earn vacation hours. Vacation time begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued vacation time until after completing six months of employment. Vacation Time must be scheduled and approved by your Department Manager. Department Managers may approve requests that are not submitted timely in extraordinary situations. Every effort will be made to accommodate vacation requests; however, business needs will determine the ability to honor such requests.

Temporary and seasonal employees are not eligible for paid vacation.

Regular Full and Part-Time Employees earn vacation based upon their length of service with BBRD according to the schedules below:



**Regular Full-Time Employees – Vacation Accrual Schedule**

Length of Service – From Hire Date	Vacation Accrual	Old Annual Rate	Annual Rate
0 - 5th year	3.70 hours per pay period.	96 Hours	96.2 Hours
6th year - 10th year	4.62 hours per pay period.	120 Hours	120.12 Hours
11th year - 15th year	5.54 hours per pay period.	144 Hours	144.04 Hours
16th year +	6.47 hours per pay period.	168 Hours	168.22 Hours

**Regular Part-Time Employee – Vacation Accrual Schedule**

Length of Service - From Hire Date	Vacation Accrual	Old Annual Rate	Annual Rate
0 - 5th year	2 hours per pay period.	24 Hours	52 Hours
6th year +	3 hours per pay period.	48 Hours	78 Hours

**Regular Part-Time Employee – Vacation New Hire Benefit:**

To enhance the recruitment of employees for part-time positions, newly hired regular part-time employees, who work a minimum of 20 hours per week, will be credited 26 hours vacation accrual after completion of their first 90 days of employment (in addition to normal accrued leave). Said employees may use these 26 hours starting on their 91<sup>st</sup> day of employment with the approval of their supervisor.

Additionally, newly hired regular part-time employees, who work a minimum of 20 hours per week, will be credited 26 additional hours vacation accrual after completion of their employment probationary period (in addition to normal accrued leave).

**Maximum Accrued Time:**

The maximum amount of Vacation Time a Regular Full-Time Employee (work at least 20 hours per week) may accrue is 240 hours. The maximum amount of Vacation time a Regular Part-Time Employee (work at least 20 hours per week) may accrue is 90 hours. No hours will be credited to the employee's Vacation Time once an employee reaches her/his applicable maximum hours until hours are used and the balance falls below the applicable maximum.

Holiday, Sick Time, and Bereavement Leave may occur while an employee is on an approved vacation and may not count as vacation time. When sickness occurs while on vacation, the period of illness may be charged as sick leave and not vacation time if a request supported by a medical certification is that made within two business days of the employee returning to work. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. If bereavement leave is approved within a period of vacation, the vacation may be extended, or the vacation leave may be reduced by the bereavement leave.

Exempt employees who have a minimum of one hundred twenty (120) hours of unused recorded vacation time may convert forty (40) hours of such unused vacation time to cash one time per fiscal year.

Upon termination, all employees of the District have the right to be paid for any unused vacation time accrued by the employee up to the maximum allowable accrual.

The following key points provide answers to the most frequently asked questions concerning Vacation Time:

- An employee in his or her initial 6-months employment is not eligible to use Vacation Time. However, an employee is accruing Vacation Time during this period that will be available upon completion of this 6-month period.
- Employees on short-term illness or Family Medical Leave Act (FMLA) leave will not accrue Vacation Time.
- Upon termination from the District, employees who have completed their initial 6-month employment period will be paid in their last check for any accrued, but unused vacation time.

## SICK LEAVE

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Sick leave is only available for Regular Full-Time employees and is not intended as additional vacation or paid time off. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. Sick leave begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued sick leave until after completing six months of employment. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.

Regular Full-Time Employees earn Sick Leave based upon their length of service with BBRD according to the schedule below:

Length of Service – From Hire Date	Sick Leave Accrual	Old Annual Rate	New Annual Rate
0 - 10th year	3.70 hours per pay period.	96 Hours	96.2 Hours
11th year +	5.56 hours per pay period.	144 Hours	144.56 Hours

Sick leave may be used for personal illness, the death or critical illness of a member of your immediate family, to keep medical and dental appointments, and to supplement workers' compensation or disability, in order to equal the employee's usual gross pay prior to the workers' compensation triggering event. Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

If you will be absent from work due to an illness, notice must be given to your immediate supervisor prior to or at your scheduled reporting time, each day you are absent from work due to illness. If you are to be absent and fail to comply with the rules and regulations covering sick leave, you may be subject to disciplinary action. If you are absent from work and you are unable to contact your Department Manager because of a serious emergency situation, or an accident, you must contact your Department Manager as soon as you are able. Department Managers are responsible for determining that sick leave is properly

authorized and used in accordance with this policy. At the discretion of the Department Manager, you must furnish a written medical certification that substantiates the illness and/or injury and your need to be absent from work. Absences of three (3) or more consecutive days will require medical certifications that affirm your illness and/or injury and permits you to return to work.

Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Full-time employees who retire, resign, convert to part-time employment, convert to seasonal employment, or who are laid off will receive pay for their accrued sick leave upon separation from employment or change of status. No payment shall be made for unused sick leave except at retirement, resignation, or layoff. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Payment will be at the following schedule:

Length of Service – From Hire Date	Sick Leave Payout
0 - 5th year =	10%.
6th year - 10th year	15%
11th year - 15th year	20%
16th year - 20th year	25%
21st year - 25th year	30%
25th year +	40%

#### **Maximum Accrued Time:**

The maximum amount of sick time an employee may accrue is 750 hours. Once an employee's Sick leave reaches a maximum of 750 hours, no more hours will be credited to the employee's Sick leave until hours are used and fall below the 750-hour maximum. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.

#### **ADDITIONAL BENEFITS**

- Employees are entitled to a reduced-price lunch at the lounge and 19<sup>th</sup> Hole during their working hours.
- All employees are permitted to play one game of golf a week for \$5 from November through April and two times a week from May through October at no charge for greens fees.
- All full-time employees may join the ICMA Retirement Corporation Plan. The District will match employee deductions one for one up to a maximum of 3% of the employee's gross pay.

- Employees who voluntarily separate from employment (and are eligible for re-hire) who participate in an exit interview with Human Resources staff, will be given a \$25 Food & Beverage gift certificate at the conclusion of their last scheduled shift.

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## LEAVES OF ABSENCE

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### FAMILY AND MEDICAL LEAVE (FMLA ELIGIBILITY)

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Employees may qualify for unpaid leave under the Family and Medical Leave Act (FMLA) for up to twelve weeks per year. FMLA can be taken as either a single block of time such as whole weeks, as part-time such as single days, or in small blocks of time such as hours and in some cases less than an hour if medically necessary.

To be eligible for FMLA leave the employee must meet these criteria:

- Be employed with the District for at least 12 months
- Have worked at least 1250 hours over the previous 12 months
- Have not already exhausted any FMLA leave entitlement for the past 12-month period.

The following circumstances qualify for FMLA leave:

- Birth of an employee's child and to bond with such child within one year after birth.
- Placement of a child with an employee for adoption or foster care and to bond with such child within one year of placement.
- The employee is needed to care for a child, spouse, or parent who has a "serious health condition".
  - A child shall mean the covered employee's biological, adopted, or foster child, stepchild, legal ward, and child of a person standing *in loco parentis* who is under 18 years of age or is over 18 years of age and is incapable of self-care because of a physical or mental disability. *In loco parentis* is a person who provides day-to-day care or financial support for a child with no biological or legal relationship to the child.
  - A parent means a covered employee's biological, adoptive, step, foster, or *in loco parentis* father or mother. This term does not include parents "in-law".
  - A "spouse" means a husband or wife as defined under the law in the State of Florida.
- The employee is unable to perform the functions of his or her position because of his or her own "serious health condition".
- Any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on covered active duty
- Military Caregiver Leave – 26 workweeks of job-protected leave during a single 12-month period to care for a covered service member with a serious injury or illness, if the eligible employee is a service member's spouse, son, daughter, parent or next of kin.

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## SERIOUS HEALTH CONDITION

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An employee may take FMLA to care for a spouse, child, or a parent who has a serious health condition or when the employee is unable to work because of their own serious health condition.

Serious health conditions include:

- Conditions requiring an overnight stay in a hospital or other medical care facility
- Conditions that incapacitate the employee or covered family member for more than three consecutive days and require ongoing medical treatment (either multiple appointments with a health care provider or a single appointment and follow-care such as prescription medication);
- Chronic conditions that cause occasional periods when the employee or family member are incapacitated and require treatment by a health care provider at least twice a year; and
- Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

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## REQUESTING FMLA LEAVE

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If the employee knows in advance of the need for FMLA Leave, (for example, pregnancy or planned surgery) the employee is required to give notice to the BBRD at least 30 days in advance.

If the employee learns of the need for FMLA leave less than 30 days in advance (for example, sudden illness), the employee must give BBRD notice as soon as possible (generally either the day the employee learns of the need or the next workday).

When the employee needs FMLA unexpectedly (for example, emergency medical care or an accident) and is unable to notify the District, the employee must inform the employer as soon as possible and follow the usual notice or call-in procedures when the employee is able.

A ***Family and Medical Leave Request Form*** must be fully completed and signed by the employee prior to the commencement date of the leave. The employee's notice must include sufficient information for the District to determine that the employee may have a FMLA qualifying reason and the anticipated timing and duration of the leave. It is imperative that the employee complete and returns any forms as requested and within the required timeframe. Failure to meet those requirements may result in a delay or denial of FMLA leave. Also, failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

The employee's initial request will be acknowledged in writing within 5 business days by Human Resources, and the employee will receive the following information:

- An eligibility notice stating if the employee's leave is or is not covered under the Family Medical Leave Act. If the employee is not eligible, the HR Department will state the reason for ineligibility.
- A notice of your rights and responsibilities under FMLA including:
  - A definition of the 12-month period used to keep track of FMLA usage. The BBRD will measure the 12-month period as a "rolling 12-month period measured backward" from the date an employee uses any leave under the policy. Each time an employee takes leave, the BBRD will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of

available leave, and the balance remaining is the amount the employee is entitled to take at that time.

- The right to use paid leave and whether the employee will be required to use their paid leave. BBRD requires that all available paid leave to be used first and will provide the employee with their current available Paid Time Off (the amount could change based on the employee's action leave date).
- Information on the continuation of health benefits.
- The employee's right to return to his or her job at the end of the 12-week FMLA leave.
- A request for medical certification as required.

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## MEDICAL CERTIFICATION

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If Leave is due to illness, the employee must supply medical certificate indicating:

- Contact information for the health care provider
- The onset of the serious health condition
- How long it is expected to last
- Appropriate medical facts about the condition
- Whether the employee needs leave continuously or intermittently and specific information about how often, how much time and information about the medical necessity for taking intermittent leave.

Failure to return the medical certification within 15 calendar days after the request, could result in the leave not being covered under the FMLA, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

If any of the required information for certification is missing, the employee will be notified in writing. He or she must provide the missing information within 7 calendar days. If the District has concerns about the validity of the certification, it may request a second opinion at the District's cost. If the first and second opinion differs, it may request a third opinion at the District's cost. If the employee's need for leave continues for an extended period of time, or if it changes significantly, the District may require the employee to provide an updated re-certification at intervals in accordance with the FMLA.

The employee will be required to furnish a certificate stating that he or she is physically able to resume his or her responsibilities before he or she is permitted to return to work. Return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

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## BENEFITS WHILE ON LEAVE

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While on leave the employee will not be eligible for paid holidays. The employee must use all PTO as a part of and at the beginning of the leave.

Group health insurance benefits will be continued on the same basis as if the employee had continued active employment. Any share of the group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. If premiums are raised or lowered, the employee must pay the new premium rates. Only group health insurance benefits and premium payments will be maintained during the requisite period.

Premiums for other benefits, such as additional supplemental life insurance, must be fully paid by the employee.

If a premium payment is more than 30 days late, the District will provide written notice to the employee that the payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

Employees who fail to return from leave and have maintained medical insurance coverage will be responsible for reimbursing the District for the Employer's portion of the premiums paid by the District while on such leave. However, the District will not send reimbursement for premiums if the employee's failure to return to work is due to the continuation, recurrence, or the onset of a serious health condition or other circumstances beyond the employee's control.

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## RETURN TO WORK

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During FMLA leave, the employee must provide HR with periodic reports regarding the employee's status and intent to return to work. If the employee does not contact Human Resources during that time, we will consider the employee to have voluntarily resigned from his or her position.

For a leave in excess of one month, contact should be made no later than two weeks prior to the employee's intended return date. For a Leave less than one month in duration, contact should be made no later than five days prior the employee's intended return date. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide HR with reasonable notice, i.e., within two business days of the employee's changed circumstances and new return to work date.

If the employee gives HR notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

If the employee fails to return to work, the last day of leave will be considered the employee's date of resignation.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

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## JOB RESTORATION

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Upon return from authorized FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. In addition, an employee's use of FMLA cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA, nor be counted against the employee under a "no-fault" attendance policy.

If the Leave was covered under the Family Medical Leave Act, and the employee is returning within the specified 12-week period, the employee will be notified by Human Resources whether to return to the position he or she held at the time the Leave began or alternatively, what comparable position the employee has been assigned to. Only Human Resources is authorized to allow the employee to return to work. The employee will be required to provide proof from a physician that he or she is medically capable of returning.

The employee will not be guaranteed reemployment for FMLA in excess of 12 weeks.

If the Leave was not covered by the Family Medical Leave Act, the employee will be notified whether a position is available for him or her.

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## KEY EMPLOYEES

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Under specific and limited circumstances, BBRD may deny job restoration to “key employees” whose restoration to employment after FMLA leave will cause substantial and grievous economic injury to its operations. A “key” employee must be among the highest- paid 10 percent of all the employees – both salaried, non-salaried, eligible, and ineligible who are employed by the employer within 75 miles of the worksite.

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## KEY EMPLOYEE NOTIFICATION

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BBRD will:

- Notify the employee in writing of his/her status as a key employee at the time of the FMLA leave request
- For unforeseeable leave, BBRD will provide written notice at the start of the leave to inform the employee of the potential consequences regarding reinstatement.
- If the employee is already on leave, BBRD will offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice
- Once it is determined that job restoration will cause substantial economic injury, the key employee will be notified of the decision, the reasons for the determination, and that he or she is still entitled to take the leave.
- After taking FMLA leave, a “key” employee is still entitled to request reinstatement and the BBRD will determine and again notify the employee as to whether reinstatement will cause severe economic injury.

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## DONATIONS OF SICK LEAVE

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Full-time employees with greater than eighty hours of accrued sick time, or who are separating from the District, may donate leave to a full-time employee who has experienced an FMLA leave qualifying event from your accrued vacation or sick time on an hour-to-hour basis. Donations may be made under the following conditions in regard to receiving full-time employees: he/she has not abused sick leave in the past; the illness is documented; all sick and annual leave is exhausted, and only the specific amount of leave time which is needed may be donated. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.



## BEREAVEMENT LEAVE

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The District will provide up to three days of paid bereavement leave for all District employees upon the death of an immediate family member. Part-time employees will be paid for their regularly scheduled hours.

For purposes of this policy, “immediate family” is defined as the employee’s or the employee’s spouse’s parents, siblings, children, grandparents, grandchildren, the employee’s spouse, or any other relative who resides in the employee’s household. If an employee must travel out of state for this purpose, five (5) days of paid bereavement leave will be granted.

Employees should direct all requests for Bereavement Leave to their Department Manager or the Community Manager.

While on Bereavement Leave, an employee will be paid at straight time for the hours the employee was scheduled to work on the days missed.

## JURY LEAVE

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All employees of the District who are called for jury duty will be granted time off with pay to perform this civic duty for the hours that they are scheduled for work. Employees must notify their immediate supervisor as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide his or her immediate supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The District will pay employees straight time for their regularly scheduled hours of work, for up to five days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must notify the Department Manager who will determine if the employee is to report for work for the remainder of that day.

## MILITARY LEAVE

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The District will grant Regular full-time employees called into temporary active military service an unpaid leave of absence and reemployment rights as per Uniformed Services Employment and Reemployment Rights Act (USERRA) provided that:

- The employee provides advance written or verbal notice of service within a reasonable amount of time.
- The cumulative service is 5 years or less
- The employee returns to work or applied for re-employment in a timely manner after the conclusion of service:
  - Less than 31 days = next work period beginning at least 8 hours after arriving home
  - 31-180 days = Within 14 days, or if not possible then the next full day after it becomes possible
  - Over 180 days = no later than 90 days.
- The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

The employee has the right to elect to continue existing employer-based health plan coverage for the employee and dependents for up to 24 months while in the military and if the employee chooses not to continue coverage, generally has the right to be reinstated in the health plan upon re-employment without any waiting periods or exclusion.

Upon re-employment, the employee must be reinstated to the job and benefits that he or she would have attained if the employee had not been absent due to military service, or in some cases, a comparable job.

Employees may use accrued vacation time during a military leave of absence but are not required to do so.

Unpaid military leave will be granted in accordance with U.S. Federal law.

## DOMESTIC VIOLENCE LEAVE POLICY

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In accordance with Florida Statute 741.313, an employee may be granted up to three (3) working days of leave (unpaid or paid if the employee chooses to use Vacation Time) if the employee (or a family or household member of the employee) is the victim of domestic violence.

NOTE: “Family or household” means spouse, former spouse(s), persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common (regardless of whether they have been married). With the exceptions of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Reasons this leave can be requested include:

1. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
2. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
3. To obtain services from a victim services organization, including, but not limited to, a domestic violence shelter, program, or a rape crisis center as a result of the act of domestic violence.
4. To make your home secure from the person responsible for the domestic violence or to seek new housing to escape this person.
5. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health or safety of you or your family or household member, and an employee must provide appropriate advance notice of the need for leave, along with sufficient documentation of the act of domestic violence or sexual violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.

## RETURNING/NOT RETURNING FROM A LEAVE OTHER THAN FMLA

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When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to his or her former position or to one with similar responsibilities on a case-by-case basis.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies his or her supervisor or manager that he or she is not returning, whichever is sooner. Such employees may be considered for reemployment.



## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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I have received the current **Barefoot Bay Recreation District Employee Handbook Amended by Barefoot Bay Recreation District Board of Trustees and Approved on December 3, 2021**. I have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook and I understand that any future questions that I may have about the handbook or its contents will be answered by the Community Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the District reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the District, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the District at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the District has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis, and nothing contained in the policies, procedures, handbooks, or any other documents of the District shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

I further understand part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for any unused sick time upon separation from employment.

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Signature

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Date

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Printed Name

- Upon termination from the District, employees who have completed their initial 6-month employment period will be paid in their last check for any accrued, but unused Vacation time.

## SICK LEAVE

~~Sick leave is available for regular full time employees only and is intended for use on a necessity basis only. It is not intended as additional vacation or paid time off. Sick time will begin to accrue on the first day of employment and may be used after completion of six (6) months of employment.~~

~~Sick leave is only available for Regular Full-Time employees and is not intended as additional vacation or paid time off. Sick leave begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued sick leave until after completing six months of employment. Sick leave shall not accrue when an employee is on any type of leave, other than vacation~~

~~Sick leave will accrue at a rate of eight (8) hours per month during the first ten (10) years of employment. Sick leave will accrue at a rate of twelve (12) hours per month after completing ten (10) years of employment. The maximum amount of sick time an employee may accrue is 750 hours. Once an employee's Sick leave reaches a maximum of 750 hours, no more hours will be credited to the employee's Sick leave until hours are used and fall below the 750-hour maximum. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.~~

Regular Full Time Employees earn Sick Leave based upon their length of service with BBRD according to the schedule below:

<u>Length of Service – From Hire Date</u>	<u>Sick Leave Accrual</u>	<u>Old Annual Rate</u>	<u>New Annual Rate</u>
<u>0 - 10th year</u>	<u>3.70 hours per pay period.</u>	<u>96 Hours</u>	<u>96.2 Hours</u>
<u>11th year +</u>	<u>5.56 hours per pay period.</u>	<u>144 Hours</u>	<u>144.56 Hours</u>

Sick leave may be used for personal illness, the death or critical illness of a member of your immediate family, to keep medical and dental appointments, and to supplement workers compensation or disability, in order to equal the employee's usual gross pay prior to the workers compensation triggering event. Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave.

If you will be absent from work due to an illness, notice must be given to your- immediate supervisor prior to or at your scheduled reporting time, each day you are absent from work due to illness. If you are to be absent and fail to comply with the rules and regulations covering sick leave, you may be subject to disciplinary action. If you are absent from work and you are unable to contact your Department Manager because of a serious emergency situation or an accident, you must contact your Department Manager as soon as you are able. ~~Management-Department Managers are~~ responsible for determining that sick leave is properly authorized and used in accordance with this policy. At the discretion of the ~~District Department Manager~~, you must furnish a written medical certification that substantiates the illness and/or injury and your need to be absent from work. Absences of three (3) or more consecutive days will require medical certifications that affirm your illness and/or injury and permits you to return to work.

Original Approved December 11, 2009

Version ~~56 Amended-Proposed to the by~~ BOT on ~~09Sep16~~

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## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 11, 2022  
Title: **Confirmation of Donation Request Acceptance**  
Section & Item: 11.J  
Department: Property Services, Grounds  
Fiscal Impact: \$217.05  
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: Connie Davis donation request form, amended engraving Davis cost, copy of donation check, Excerpt from Policy Manual  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of staff's acceptance of a donation request for replacement of a slat on a previously donated bench.

### Background and Summary Information

Per BBRD Policy Manual (since 2015), the party requesting to donate the item must pay BBRD the cost and staff will procure the donation after formal acceptance by the BOT.

In 2019, Mr. Anthony Whitmore donated the cost of a bench in front of the Veterans Monument in honor of his recently deceased wife. Last year, Mr. Whitmore's daughter requested to pay for the cost of replacing the engraved slat (that lists her mother's name with a slate that lists both of her parents' names as her father had died last year).

Staff inadvertently accepted the donation and ordered the new slat without placing it on the agenda (assumption was since the donation was just for a single slate that it could be handled administratively).

Staff recommends the BOT confirm staff's acceptance of Ms. Davis' donation request of \$217.05 to replace and update a slat on a previously donated bench.



Barefoot Bay Recreation District  
625 Barefoot Boulevard, Building "F"  
Barefoot Bay, FL 32976-9233  
Phone 772-664-3141  
Fax 772-664-1928

### Gift and/or Memorial Request Form

In accordance to Item 3.5 Guidelines for Gift or Memorials located in Policy Manual

<b>Donor Information (please list all)</b>		
Name <u>Connie Davis</u>		
Street Address <u>602 Bougainvillea Circle</u>		
Town/Zip <u>Barefoot Bay FL 32976</u>		
Telephone # <u>419-239-8020</u>	Alternate Phone # <u>419-621-0601</u>	E-mail address _____
In Memory of <u>Tony &amp; Twila Whitmore</u>		
<b>Description of Requested Gift/Memorial (including proposed location (may attach separate sheet))</b>		
<u>bench in front of Building A has my mother's name on</u> <u>bottom board 'Twila Whitmore' my father has since</u> <u>passed. He has requested that his name 'Tony' should</u> <u>be added.</u> <u>please let me know the cost.</u>		
<b>Donations:</b> All Donations must be submitted to the District Clerk for purchase by District Staff. <b>Memorials:</b> Barefoot Bay Recreation District will make reasonable efforts to contact the donor or their heirs in advance of the removal of a memorial so that donors may replace the item. However, Barefoot Bay Recreation District will not be held responsible if unable to contact donor prior to removal.		
I acknowledge that I have read and agree to abide by <i>Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District</i>		
<u>Connie Davis</u> Signature of Donor		<u>8-12-21</u> Date
<b>FOR OFFICE USE ONLY</b>		
Memorial Name:	Date	
Approved By:	Date Approved	
Memo:		



# American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439

## Customer Quote

<b>Client:</b>	Barefoot Bay Recreation District	<b>Quote #:</b>	0125-017
<b>Contact:</b>	Matt Goetz	<b>Phone:</b>	772-664-2063
<b>From:</b>	Amy	<b>Email:</b>	mattgoetz@bbrd.org
<b>Item:</b>	Replacement Engraving	<b>Date:</b>	1/25/2022

## Products\*

Item #	Description & Size	Color	Qty	Ea Price	Extension
Other	Replacement Slat: Deluxe Park 6'	Cedar	1	\$82.00	\$82.00
Custom	Fix engraving: 3" letters		18	\$4.50	\$81.00
DELFE	Ground Freight/Delivery, overlength box		1	\$54.05	\$54.05

New text: **Tony & Twila Whitmore**

Order Subtotal Prior to Sales Tax		\$217.05
Sales Tax	TN Locations 9.25%	
<b>QUOTE TOTAL:</b>	Pay Sales Tax	<b>\$217.05</b>

\*pricing is based on single order of item(s) quoted.

## Terms

**Order Type:** This is a custom/personalized order and current lead times are 4 weeks for the board and 1-3 weeks for the personalization.

**Freight/ Shipping:** Quote is for ups ground delivery, UPS drivers usually deliver to front door only.

**Delivery:** Items ship boxed, final assembly is required.

**Payment Terms:** We accept Checks, MC/Visa, Amex and Discover for your convenience.

**Notes:**

## Accept Quote / Place Order

Signature required to accept the above terms & place order: \_\_\_\_\_

**Thank you for the opportunity to present this quote; we look forward to working with you!**

**Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.**



American Recycled Plastic, Inc. / 865.738.3439 / [www.itsrecycled.com](http://www.itsrecycled.com)



ANTHONY WHITMORE 01-90  
CONNIE DAVIS  
828 CEDAR POINT RD.  
SANDUSKY, OH 44870

5687  
06-5/12

2-3-22  
Date

Brantford Bay Recreation District | \$ 217.05  
Two Hundred Seventeen 05/100



AT THE BANK

In Branch Connie Davis

MAILED 01/10

18. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>184</sup>**

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent and will be removed at the sole discretion of the District when they deteriorate.

## **Part 4. Public Records Request Policy**

### **4.0 PURPOSE.<sup>185</sup>**

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.



## Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration  
Building Barefoot Bay, FL 32976-9233

Phone 772-664-3141  
Fax 772-664-1928

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager, ICMA-CM

**Date:** March 11, 2022

**Subject:** Manager's Report

### Finance

- **Shaw Medical and CVO Leases Update** – The leases are fully executed.

### Resident Relations

#### **ARCC Meeting 02/15/2022**

- 1 Old Business – approved
- 19 Consent Items – approved
- 12 Other Items – 1 approved w/stipulations, 1 denied, and 10 approved

#### **ARCC Meeting 3/1/2022**

- 1 Old Business – approved
- 18 Consent Items – approved
- 17 Other Items – 1 tabled, 1 denied, and 15 approved

#### **Next ARCC Meeting**

- Is scheduled for March 29<sup>th</sup> at 9am in the Administration Conference Room

#### **VC Meeting 2/11/2022**

- 3 Cases – came into compliance prior to the meeting
- 3 Cases – found to be in violation

#### **VC Meeting 2/25/2022**

- 1 Case – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 5 Cases – found to be in violation

#### **VC Meeting 3/11/2022**

- 7 Cases to be presented

### **Next VC Meeting**

- Is scheduled for March 25<sup>th</sup> at 10am in Bldg. D/E

### **February's Interesting Facts**

- 29 Homes sold
- 28 New Homeowner orientations were given
- 46 Residents were in attendance

### Food & Beverage

- Our big **annual St. Patrick's Day celebration** will be held on March 17, 2022, starting with a parade at 10am down Veterans Way, a short ceremony, Blessing of the Bay, and the Brevard Police and Fire, Pipers and Drums show follows the parade. Live entertainment starts at 11am and lots of corned beef sandwiches will be served at noon. Tickets are on sale for corned beef sandwiches and dinners on Wednesday, February 16 at the Lounge, the 19th Hole and the Administration Building.
- The Sign Dance collective will perform a free 1-hour show on the Lounge Lakeside stage on March 18th at 3pm. The Sign Dance Collective is an International UK & European based dance theatre company. The show is a fusion of sign language theatre, dance, and live original music. The Company is led by a collective of deaf, disabled, and diverse artists/producers.
- Tickets are on sale now in the Administration Building (NAB) for **"Greggie and The Jets" an Elton John Tribute show** to be held on March 25, 2022. Tickets are \$25 with theater style seating.
- For all shows in the Winter Beats series, the doors, and bar open at 5pm and a food menu is available.
- Flyers with all the details are posted.

### Property Services

- Due to unforeseen circumstances information normally contained here will be provided at the BOT meeting.

### Golf-Pro Shop

- Cart Barn repairs are completed
- Picnic Area scoreboard: completion expected by mid-March, installation of picnic tables and concrete pads to follow
- March Golf Tournaments
  - CVO Benefit: March 12<sup>th</sup>
  - Ladies Spring Invitational: March 22<sup>nd</sup>
  - BBRD Club Championship: March 25<sup>th</sup> and 26<sup>th</sup>
  - Girls Gala: March 29<sup>th</sup>
- Lake bank restoration began Wednesday, January 19th (estimated completion date is April 15th weather permitting)
- Out of bounds markers replaced
- Memorial bench installed

### General Information

- **NRP Sales Update** – The auction for two surplus properties ended with the following sale amounts:
  - \$18,900.00 413 Plover Drive
  - \$24,200.00 416 Barefoot Blvd.

Once the receipts are received a budget amendment to add this funding back into the NRP will be placed on a future BOT Meeting agenda for consideration.

- **Bldg. A Retaining Wall Repairs Project Update** – The commencement date is scheduled for March 21, 2022.
- **Sidewalk Replacement Projects Update** – All work is completed. The pads for the new picnic tables will be poured once the scoreboard is completed.
- **FY23 Working Draft Proposed Budget (WDPB) Workshop Reminder** – The Budget workshops will be in Building D/E and are scheduled for:
  - March 14th at 7pm
  - March 24th at 7pm
  - May 3rd at 10am
  - May 5th at 7pm