



## Carrollwood Recreation District

**December 13, 2021**

### Board of Trustees

Mark Snellgrove  
President

**Executive Committee Meeting - 6:00 p.m.**

Suzan Giunta  
Vice President  
Grounds Chairwoman

**Regular Meeting Agenda - 6:30 p.m.**

Mark Georgiades  
Treasurer

**1. Call Regular Meeting to Order**

Joseph Costa  
Secretary

**2. Roll Call**

Dr. Anna Brown  
Recreation Center/  
Tennis Chairwoman

**3. Determination of Quorum**

Michael Carelli  
Original Carrollwood  
Park Chairman

**4. Public Comment**

**5. Motion to Approve the Consent Agenda**

- Approval of November 2021 Treasurer's Report
- Approval of November 8, 2021, Executive Committee Meeting Minutes
- Approval of November 8, 2021, Regular Meeting Minutes

**6. Regular Agenda Items**

Jack Griffie  
Scotty Cooper Park  
Chairman

**Treasurer:**

Christina Price  
Community  
Development  
Chairwoman

**President:**

Kevin Shidler  
White Sands Beach  
Chairman

- Update From General Counsel Regarding Tax Referendum
- Historical Timeline from Previous Tax Referendum
- Discussion: Then Vote to Approve the 2022 Meeting Schedule for a Legal Notice Publication in the Tampa Bay Times Newspaper as Follows:



## Carrollwood Recreation District

### Board of Trustees

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President

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Grounds Chairwoman

**Mark Georgiades**  
Treasurer

**Joseph Costa**  
Secretary

**Dr. Anna Brown**  
Recreation Center/  
Tennis Chairwoman

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Original Carrollwood  
Park Chairman

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Scotty Cooper Park  
Chairman

**Christina Price**  
Community  
Development  
Chairwoman

**Kevin Shidler**  
White Sands Beach  
Chairman

The Carrollwood Recreation District, a Florida independent special district, meets on the 2<sup>nd</sup> Monday of each month, at 6:30 p.m. The meetings are open to the public and held at the Carrollwood Recreation Center located at: 3515 McFarland Road, Tampa, Florida 33618. More information on the District can be found online at: [www.originalcarrollwoodcrd.com](http://www.originalcarrollwoodcrd.com)

➤ Annual Organizational Session	6:00 pm, Monday, January 10, 2022
➤ Regular Monthly Executive Committee Meeting	6:05 pm, Monday, January 10, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, January 10, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, January 22, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, February 14, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, February 14, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, February 26, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, March 14, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, March 14, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, March 26, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, April 11, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, April 11, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, April 23, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, May 9, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, May 9, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, May 28, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, June 13, 2022
➤ Public Hearing: 2022 Fiscal Year Ending Budget	6:30 pm, Monday, June 13, 2022
➤ Regular Monthly Board of Trustees Meeting	6:40 pm, Monday, June 13, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, June 25, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, July 11, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, July 11, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, July 23, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, August 8, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, August 8, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, August 27, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, September 12, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, September 12, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, September 24, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, October 10, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, October 10, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, October 29, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, November 14, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, November 14, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, November 26, 2022
➤ Regular Monthly Executive Committee Meeting	6:00 pm, Monday, December 12, 2022
➤ Regular Monthly Board of Trustees Meeting	6:30 pm, Monday, December 12, 2022
➤ Monthly Committee Meeting	10:00 am, Saturday, December 17, 2022



## Carrollwood Recreation District

### Board of Trustees

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Vice President  
Grounds Chairwoman

Mark Georgiades  
Treasurer

Joseph Costa  
Secretary

Dr. Anna Brown  
Recreation Center/  
Tennis Chairwoman

Michael Carelli  
Original Carrollwood  
Park Chairman

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Scotty Cooper Park  
Chairman

Christina Price  
Community  
Development  
Chairwoman

Kevin Shidler  
White Sands Beach  
Chairman

#### **Recreation Center/ Tennis Chairwoman:**

- Review Estimate & Vote to Remove/Replace Security Cameras

#### **Original Carrollwood Park Chairman:**

- Review Estimate to Replace Two Leaking and Rusted Water Fountains @ OC Park, Vote to Award Contract

#### **White Sands Beach Chairman:**

- New Boat Ramp Gate is in Production

#### **Scotty Cooper Park Chairman:**

#### **Grounds Chairwoman:**

- Discuss & Vote to Modify the Annual Landscape Contract with ASI to Accommodate Regular Tree Trimming; (or) Vote to Approve ASI Estimate # EST2892253 Dated 11/19/2021 in the Amount of \$2,075.00

#### **Community Development Chairwoman:**

- Review & Vote to Approve Request for Proposal (RFP) to Increase the Tax Cap

#### **CCA Liaison:**

### **7. Other Business**

### **8. Adjourn**



**Carrollwood Recreation District Board Executive Meeting Minutes  
November 8, 2021**

THESE MEETING MINUTES ARE NOT A WORD FOR WORD TRANSCRIPT OF WHAT WAS SAID. THE NOTES CAPTURE THE ESSENCE AND MEANING OF ALL DIALOGUE WHILE TRANSCRIBING EXACT PHRASING AS CLOSELY AS POSSIBLE.

**1. Call To Order**

- President Mark Snellgrove called the meeting to order: 6:00 p.m.

**2. Roll Call** (rolled not called for Executive Meeting)

**Members present:**

Michael Carelli	Original Carrollwood Park	Present
Joseph Costa	<b>Secretary</b>	Present
Suzan "Suzy" Giunta	<b>Vice President &amp; Grounds</b>	Present
Open position	Recreation Center/Tennis	Present
Mark Georgiades	<b>Treasurer</b>	Present
Jack Griffie	Scotty Cooper Park	Present
Chrissie Price	Community Development	Present
Kevin Shidler	White Sands Beach	Present
Mark Snellgrove	<b>President</b>	Present

- Executive Meeting Adjourned at 6:30 p.m.

Carrollwood Recreation District Board Regular Meeting Minutes  
November 8, 2021

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**1. Call To Order**

- President Mark Snellgrove called the meeting to order: 6:30 p.m.

**2. Roll Call**

**Trustees:**

**Members present:**

Michael Carelli	Original Carrollwood Park	Not Present
Joseph Costa	<b>Secretary</b>	Present
Suzan "Suzy" Giunta	<b>Vice President &amp; Grounds</b>	Present
Open Position	Recreation Center/Tennis	Present
Mark Georgiades	<b>Treasurer</b>	Present
Jack Griffie	Scotty Cooper Park	Not Present
Chrissie Price	Community Development	Present
Kevin Shidler	White Sands Beach	Present
Mark Snellgrove	<b>President</b>	Present

**3. Determination of Quorum**

- Yes: Eight Trustees present at 6:30 p.m.

**4. Public Comment Opened**

- **Resident Dr. Anna Brown:** Looks forward to filling a position on the board.
- **Bill Clark:** Also wants to put his name in as a candidate for the board position.
- **Resident Tracy Gordon:** Asked about the liability of the board and of residents at the parks and the parades.
- **Resident Michael Shaw:** spoke of issues he encountered at exiting Scotty Cooper without a key.
- **Resident Andrea Griffie:** Inquired about charging a nominal fee for renting the parks. Also, asked that the board assess a safety hazard at the dog park.

**Public Comment Closed:** 6:35 p.m.

**5. Consent Agenda Approval, including:**

- **Motion** by **Trustee Costa** to approve the consent agenda.
- **Seconded by Trustee Carelli**
- Approval of October 2021 Treasurer's Report
- Approval of October 11, 2021 Executive Committee Meeting Minutes
- Approval of October 11, 2021 Regular Meeting Minutes
- **Vote:** 8 in favor; 0 opposed

## 6. Regular Agenda

### Mark Georgiades — Treasurer Matters:

- **Resident Shirley Pearsall** came forward to help review the three bids for the Main Entrance Landscape Improvements. The companies included: ASI, Green Thumb, and LMP. She noted that one important aspect of the bids is the sight demo and clean-up, in addition to installing the materials. She also noted a disparity between the costs of certain items, such as Foxtail Palms. **Trustee Giunta** asked about when they could start and the timetable. Shirley explained the timetable. Shirley spent time explaining why the bids ranged from \$18,310 - \$26,373. Shirley also noted that, as much as she likes Green Thumb, she cannot see paying so much more for their services. **Trustee Griffie** warned that we should be cautious with ASI after reviewing the clean-up issues prevalent at Scotty Cooper Park upon completion of the work they did. **Trustee Shidler** suggested making Gary, the Board Maintenance Employee, a site inspector for the project. **Trustee Snellgrove** asked if Shirley would be willing to follow the project all the way to completion. She said yes.
- **Shirley** added that, in our landscape budget, we need to plan on adding replacement funds. The landscape we have now is not two years old and it looks bad.
- **Motion** by **Trustee Giunta** to award ASI the Landscape Improvement Entrance Contract in the amount of \$18,310.74.
- **Seconded by Trustee Shidler**
- **Vote:** 6 in favor; 1 opposed

### • Kevin Shidler — White Sands Beach:

- As of today, the daily guard service has been cut. The hours have been cut to Friday, Saturday and Sunday.
- 

### Michael Carelli — Original Carrollwood Park:

- **Trustee Carelli:** Addressed projections regarding raising taxes. **The Trustee** went through detailed projections using the district's tax income and weighing it against 3.5% inflation projections and 5% inflation projections. The projections show the District hitting deficits within the next ten years. These projections clearly demonstrate why the neighborhood should seriously consider raising taxes.
- **Trustee Carelli:** Announced that the tennis court lights are done and the lights and temperatures are spot on. **Trustee Snellgrove** thanked **Trustee Carelli**

**Jack Griffie — Scotty Cooper Park:**

- **Tracy Gordon:** Addressed safety issues and liabilities at SCP. Tracy witnessed young kids climbing on the roof of the playground equipment. **Trustee Shidler** suggested that the Sheriff should have been called. **Trustee Griffie** said that he knows of the issue and spoke to the parents.
- **Trustee Shidler:** Spoke on the issues of people getting locked in the park because it is double keyed. Resident, Michael Shaw, simply asked that the Board look into the issue. It could become a liability if someone gets locked in. **Trustee Carelli** added that he witnessed a teen jump the fence at OCP and let 15 others in the park. The double locks have discouraged this from happening.

**President Mark Snellgrove**

**President:**

- Vote to fill board vacancy: **Bill Clark** has been in the neighborhood for 35 years. He thinks the board does a great job. He believes can be an asset. Dr. Anna Brown, another longtime resident, spoke about her reasons for wanting to be on the board, also mentioning that she has been attending board meetings regularly for more than two years.
- **Motion** by **Trustee Carell** to appoint **Anna Brown** to the Board of Trustees of the Carrollwood Recreation District to fill the unexpired term of Paul Siddall, effective November 8, 2021.
- **Seconded by Trustee Shidler**
- **Vote:** 8 in favor; 0 opposed
- **Motion** by **Trustee Giunta** to Award Republic Services Two Garbage Disposal Contracts for a 36-Month Term at a Total Monthly Cost of \$180.00 for White Sands Beach and the Recreation Center.
- **Seconded by Trustee Costa**
- **Vote:** 8 in favor; 0 opposed
- Rich Larcomb, who has been drawing the water samples and taking them to the lab, indicated he will not be available to continue after December. [In related news](#), **Trustee Snellgrove** found a new water sampling lab, due to a 6-month closure of our existing lab: The cost, \$20 / sample. This would result in a savings for the district.
- **Trustee Snellgrove** brainstormed about how to get the word out about the proposed Tax Referendum. **Trustee Price** said she knew of a company that would charge \$4,000 / month for four months.
- **Trustee Snellgrove** discussed the need to rekey the recreation center

**Suzan Giunta – Grounds:**

- **Trustee Giunta:** Suzy got a bid for approximately \$5,000 for ant treatment at OCP. The cost is too high.
- **Resident Bill Clark:** Asked about the dying grass. **Trustee Giunta** explained.

**Open Position — Recreation Center & Tennis:**

- **No Trustee.**

**Chrissie Price — Community Development:**

- **Trustee Price:** No New Business.

**7. Other Business**

**CCA Liaison** — No Liaison present

**Trustee Giunta** – A Notary – officially swore in Dr. Anna Brown as a Trustee.

**8. Adjournment**

**Trustee: Shidler** made a motion to adjourn

- **Motion** Seconded by **Trustee Costa**
- **Vote:** 7 in favor; 0 opposed
- Meeting ended at 8:00 p.m.

*Meeting minutes recorded by Trustee Costa*



Carrollwood Recreation District Board Executive Meeting Minutes  
October 11, 2021-CORRECTED

THESE MEETING MINUTES ARE NOT A WORD FOR WORD TRANSCRIPT OF WHAT WAS SAID.  
THE NOTES CAPTURE THE ESSENCE AND MEANING OF ALL DIALOGUE WHILE TRANSCRIBING  
EXACT PHRASING AS CLOSELY AS POSSIBLE.

**1. Call To Order**

- President Mark Snellgrove called the meeting to order: 6:00 p.m.
- **Trustee Snellgrove** made corrections to the August 2021 meeting minutes.

**2. Roll Call** (rolled not called for Executive Meeting)

**Members present:**

Michael Carelli	Original Carrollwood Park	Present
Professor Joseph Costa	<b>Secretary</b>	Not Present
Suzan “Suzy” Giunta	<b>Vice President &amp; Grounds</b>	Present
Paul Siddall	Recreation Center/Tennis	Not Present
Mark Georgiades	<b>Treasurer</b>	Not Present
Jack Griffie	Scotty Cooper Park	Present
Chrissie Price	Community Development	Not Present
Kevin Shidler	White Sands Beach	Not Present
Mark Snellgrove	<b>President</b>	Present

- Added a voting item to the regular meeting agenda: Synergy Lighting Supply quotation in the amount of \$3,782.50 that was determined to be a public safety concern after a recent site meeting for the tennis courts.
- Executive Meeting Adjourned at 6:30 p.m.

Carrollwood Recreation District Board Regular Meeting Minutes  
October 11, 2021 -CORRECTED

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EXACT PHRASING AS CLOSELY AS POSSIBLE.

1. Call To Order

- President Mark Snellgrove called the meeting to order: 6:30 p.m.

2. Roll Call

Trustees:

**Members present:**

Michael Carelli	Original Carrollwood Park	Present
Professor Joseph Costa	<b>Secretary</b>	Not Present
Suzan "Suzy" Giunta	<b>Vice President &amp; Grounds</b>	Present
Paul Siddall	Recreation Center/Tennis	Present
Mark Georgiades	<b>Treasurer</b>	arrived @ 6:42 Present
Jack Griffie	Scotty Cooper Park	Present
Chrissie Price	Community Development	Present
Kevin Shidler	White Sands Beach	Present
Mark Snellgrove	<b>President</b>	Present

3. Determination of Quorum

- Yes: Eight Trustees present at 6:30 p.m.

4. Public Comment Opened:

- **Resident Dan Seeley:** Again, thanked the Board for securing Scotty Cooper Park with key access. Looks much better.
- **Dave Seeley:** ( Dan's dad ) commented that he has visited a lot of communities, *"but this is the most wonderful he has seen"*.
- **Resident Andrea Griffie:** no comment.
- **Resident Mike Shaw:** Would like to attend more meetings to participate and learn more, but happy with everything. His child visits SCP and WSB almost daily.
- **Resident Dr. Anna Brown:** Encouraged the Board to move forward with an increase in the District tax assessment. Is also looking forward to seeing a 5-year "long-range" projection with the increased assessment factored in, and what specific projects the additional monies would be spent on. Dr. Brown also believes that it is important that Community understand how the tax dollars are prioritized.
- **Resident Kristy Taylor:** Has missed the last couple of meetings but wanted to continue discussing the new playground equipment request.
- **Resident Dr. Rick Dillon:** no comment.

**Public Comment Closed:** 6:39 p.m.

**5. Consent Agenda Approval, including:**

- **Motion** by **Trustee Carelli** to approve the consent agenda.
- Approval of September 2021 Treasurer's Report
- Approval of September 13, 2021 Executive Committee Meeting Minutes
- Approval of September 13, 2021 Regular Meeting Minutes
- Approval to Award LDH Electrical Service a Contract in the Amount of \$2,775.00 for Sign Power to 10201 Lake Carroll Way, South Entry on Back of Wall
- Approval for TECO Electric One-Time Charge of Approximately \$904.00 for Sign Power to 10201 Lake Carroll Way – South Entry; and Permit Fee Estimated to be \$125.00
- **Motion** Seconded by **Trustee Giunta**
- **Vote:** 7 in favor; 0 opposed

**6. Regular Agenda**

**Mark Georgiades — Treasurer Matters:**

- **Trustee Georgiades:** Congratulated the Board for coming in \$10,162.14 under budget.
- **Trustee Georgiades:** Signed the Engagement Letter at tonight's meeting to begin the annual audit.
- **Trustee Georgiades:** Tax dollars should begin to trickle in soon as residents begin to pay their property tax bill in November.
- **Trustee Georgiades:** Encouraged the Board to spend only what is necessary for the month of October, as October is the lowest cash balance all year.

**Mark Snellgrove – President Matters:**

- **Trustee Snellgrove:** Reviewed holiday lighting and the cost. The Board declined to make cuts and authorized Trustee Snellgrove to continue the tradition.
- **Trustee Snellgrove:** Reviewed website redesign. The Board authorized Trustee Snellgrove to move forward beginning on or after November 1. The cost is \$1,450.00.
- **Trustee Snellgrove:** Regarding increasing the district assessment, the Board authorized Trustee Snellgrove to begin the process of placing it on the August 2022 ballot to be voted on by the Community.
- **Trustee Snellgrove:** Reviewed a resident bench donation request. Janet will call the resident and provide the cost, along with discussing where to place the bench.
- **Trustee Price:** The Board should contract to have the tax assessment increase professionally marketed. She has a friend in the Tampa Palms community and will ask for advice and guidance.

**Michael Carelli — Original Carrollwood Park:**

- **Trustee Carelli:** encouraged everyone to come up with a “wish list” of projects that would benefit from a tax increase. Some immediate needs are new ‘taller’ fencing at OCP; playground equipment; access control at White Sands Beach. **Trustee Giunta** has been asked for a pickle ball court at Original Carrollwood Park.
- **Trustee Carelli:** also, will invite the public to provide input.

**Kevin Shidler — White Sands Beach:**

- **Trustee Siddall:** asked if new water samples had been retaken, **Trustee Shidler** indicated yes.
- **Trustee Shidler:** reported that our existing guard service ( AAA Security ) had sold their business to Sentinel Protection from Bradenton, Florida. Trustee Shidler spoke with Lee from Sentinel and no immediate changes are anticipated.
- **Trustee Carelli:** regarding access control for White Sands Beach, fobs are not as secure as you may think. Fobs can be easily duplicated at a very low cost ( \$12 ).

**Jack Griffie — Scotty Cooper Park:**

- **Trustee Griffie:** reported that keys are not working to exit the park. **Trustee Griffie** had to call the locksmith back out to address the problem.

**Suzan Giunta – Grounds:**

- **Trustee Giunta:** conducted a walk-through with ASI Landscape Management ( the lawn contractor ) regarding various issues. ASI lost five crews due to labor shortages. ASI is building a plan. During the walk-through, the Trustee also noticed that the island lighting needs to be checked out. Some photocells are not working properly.
- **Trustee Shidler:** encouraged Trustee Giunta to work with ASI.
- **Trustee Shidler:** not sure rebidding this contract out currently is a very good idea due to labor issues in this current market and time.

**Paul Siddall — Recreation Center & Tennis:**

- **Trustee Siddall:** yielded to Trustee Carelli to discuss the tennis court light project.
- **Trustee Carelli:** had a site meeting with Synergy Lighting Supply. When the tree fell over the tennis court fence due to hurricane Elsa, damage was done to a light pole, resulting in public safety concerns. The entire pole and lights must be replaced.
- **Motion** by **Trustee Carelli** to Award Synergy Lighting Supply a contract in the amount of \$3,782.50 for a new pole and lights due to a fallen tree from hurricane Elsa, that was determined to be a public safety concern after a recent site meeting.
- **Motion** seconded by **Trustee Siddall**
- **Vote:** 8 in favor; 0 opposed

**Chrissie Price — Community Development:**

- **Trustee Price:** be careful with giving large deposits to contractors for the next 18-months due to labor issues in the market. Labor cost will continue to increase as commodity cost increase. Some reputable contractors may not survive these commodity increases.

**7. Other Business**

- **Trustee Siddall:** submitted his resignation to President Snellgrove that reads as follows:  
*Dear Mark, I would like to resign my position as Trustee ( Recreation Center/Tennis Courts Chairman ) for the Carrollwood Recreation District. This resignation will take effect on November 1, 2021. I have enjoyed my time serving the Original Carrollwood Community for the past 7-years and the Carrollwood Civic Association for the 8-years before that. With the Covid pandemic that has plagued our great state, my duties with the State of Florida have not allowed the time it takes to successfully perform my duties as I was elected/appointed to do.*
  - **President Snellgrove:** will place a public notice in the November Caroler for a Board vacancy, and that it will be filled through the appointment process at the November regular meeting.
- **CCA Liaison** - CCA movie night @ Original Carrollwood Park on November 13<sup>th</sup>.
- **CCA Liaison** – A different boy scout troop asked **Trustee Price** about helping with luminaries. **Trustee Price** will reach out to the existing scout troop that currently does the luminaries about partnering up.



➤ **Public Comment reopened:**

- **Resident Dan Seeley:** asked about community solicitation rules.
- **Resident Dan Seeley:** suggested creating a “procurement” or “wish” list for all future projects with cost estimates.

**8. Adjournment**

- **Trustee Shidler:** Made a motion to adjourn
- **Motion** Seconded by **Trustee Giunta**
- **Vote:** 8 in favor; 0 opposed
- Meeting ended at 8:04 p.m.

*Meeting minutes recorded by Trustee Snellgrove*

# Request for Proposal

<b>RFP: Original Carrollwood - Tax Assessment Increase PR</b>	<b>Proposal Due By: 12/10/2020</b>	<b>Carrollwood Recreation District 3515 McFarland Rd, Tampa, FL 33618</b>
<b>Client Brief:</b> <p>Original Carrollwood is beautiful community of 925 homes with several private parks in Tampa, FL. Residents are able to enjoy two parks, a dog park, tennis courts, a private beach on Lake Carroll and several community social events throughout the year.</p> <p>The Carrollwood Recreation District is a nine-member board of trustees responsible for maintenance, upkeep, and operation of all the neighborhood properties, common areas, and the Recreation Center. The board meets once a month.</p> <p>The maintenance responsibilities of the Board are funded by annual tax levies of all residential properties located in the District. Original Carrollwood was the first neighborhood taxing district created in the State of Florida.</p> <b>Target Audience:</b> <p>Registered voters residing in the 925 homes</p> <b>Campaign Brief:</b> <p>The board has unanimously agreed that a tax assessment increase will be necessary to continue to maintain the properties owned by the district. The tax amount has not been increased since YEARX and inflation necessitates the increase. This will require a vote by residents to approve. The current assessment is \$ 600 per year and the board is requesting the ability to increase up to \$ 1200 per home.</p> <p>The board is looking for a firm to create resident engagement over three months before the November 2022 vote. Engagement activities will include slideshow for presentation by the board, social media, mailer and yard signs. The goal is to reach all homeowners to explain the need for the increase. The campaign will need to reach varying demographics of residents from young families to senior residents.</p> <b>Response Requirements</b> <ul style="list-style-type: none"><li>• Why is your PR agency a good fit for your brand?</li><li>• What is your agency's experience with your brand's industry and/or challenge?</li><li>• Who will be on your account team and who will be your main point of contact?</li><li>• What would an engagement with the agency look like? How does the agency charge for its services?</li><li>• What is the agency's approach to project management and campaign execution?</li><li>• Profiles of three (3) similar projects - photos, date completed, budget</li><li>• Acknowledge contract form review and insurance requirements - executed upon award</li></ul>		

<ul style="list-style-type: none"> <li>Statement of contractor qualification - including number of years in business, 3 past customer references and name(s) with contact information for business owner(s)</li> </ul>		
Project Schedule: Award Feb 2022, Campaign Aug, Sept, Oct		Submit questions via email.
Contact: Christina Price, CRD Community Development Chair	Email: CPrice@originalcarrollwoodcrd.com	Phone #: 813-210-5007

# Design Intent



[FOR PROCUREMENT OF SERVICES AND GOODS  
IN AN AMOUNT NOT TO EXCEED \$20,000.]

**AGREEMENT FOR GOODS AND SERVICES**

This Agreement for Goods and Services ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Carrollwood Recreation District, a special district of the State of Florida organized and existing pursuant to Ch. 99-418, Laws of Florida, whose address is 3515 McFarland Rd, Tampa, FL 33618 (the "District") and \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to do business in the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Seller") for the purchase of goods and services described hereafter pursuant to the terms contained in this Agreement.

THE PROJECT: \_\_\_\_\_

1. **Goods to be provided.** Seller shall furnish goods for the Project, as described in Attachment I at the total price(s) set forth opposite each item and by the delivery date(s) stated within Attachment I.

2. **Services to be Provided.** Seller shall furnish services at the Project, the scope, prices and corresponding timeframes of which are all specified within Attachment II.

3. **Contract Documents.** As used herein, the term Contract Documents shall mean this Agreement; the attached General Terms and Conditions; other documents incorporated into this Agreement, including those identified below; and amendments to this Agreement executed after the effective date of this Agreement. In the event of any conflict among any of the Contract Documents, the conflict shall be resolved so as to give effect to the overall intent of the Contract Documents, as determined by the District. The following are incorporated into and made a part of this Agreement by reference:

Attachment I – Description of Goods  
Attachment II – Scope of Services  
Attachment III – Insurance Requirements

\_\_\_\_\_  
\_\_\_\_\_

All of the foregoing Contract Documents are sometimes referred to herein as the "Contract". In the event of a conflict between any of the Attachments and the terms and conditions of either the Agreement or the General Terms and Conditions, the Agreement or General Terms and Conditions (as applicable) shall govern and control.

**SELLER:**

\_\_\_\_\_

**THE DISTRICT:**

CARROLLWOOD RECREATION DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Seller's License No



## GENERAL TERMS AND CONDITIONS

1. **Complete Agreement.** This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other terms or agreements, oral or otherwise, except as expressly incorporated herein, respecting the subject matter of this Contract shall be deemed to exist, or to bind any of the parties hereto. This Contract shall be binding upon, and inure to the benefit of, the District and Seller and their respective heirs, successors, personal representatives and permitted assigns.

2. **Acceptance.** The parties shall be bound by this Contract and its terms and conditions when Seller (a) executes and returns an acknowledgment copy of the Agreement, (b) delivers to the District any of the items ordered, or (c) renders for the District any of the services ordered. No contract shall exist except as hereinabove provided.

3. **Changes.** No other agreement or course of prior dealings between the parties nor any usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms or conditions of this Contract. The District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated by reference into the Contract where items to be furnished are to be specifically manufactured for the District; (b) methods of performance; (c) place of performance; (d) time of performance; (e) methods of shipment or packing; (f) place of delivery; (g) quantities ordered; and (h) scope; provided, however, that no such change materially affects the Seller's ability to perform. If any such change causes an increase or decrease in Seller's cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price(s) or delivery date(s)/schedule(s), or both.

4. **Payment.** Unless otherwise noted in the Contract Documents, the specified price(s) include all sales, use and other similar taxes imposed by law upon, or on account of the manufacture, sale or delivery of the materials or services covered by this Contract. The price(s) stated in the Contract are firm and are not subject to escalation unless otherwise expressly stated in this Contract. The price(s) shall include charges for packing, loading and shipping. Payment will be made for goods and services properly and timely provided and performed within twenty (20) days of the District's receipt of an invoice from Seller and the District's acceptance thereof. Seller shall not submit an invoice for payment more frequently than monthly. If as a result of any of the goods or services to be provided by Seller hereunder, Seller or anyone for whom Seller is legally liable should have any lien rights against any of the District's property, then as a condition precedent to any payment obligation of the District hereunder and upon demand from the District, Seller shall furnish to the District a waiver of lien and release on the form designated by the District.

5. **Delivery/Time of the Essence.** Time is of the essence of this Contract. Failure to furnish goods by the required delivery date(s) or to complete performance of services within the scheduled time(s) shall give the District the right to cancel any goods not yet delivered or services not yet performed without additional charge. the District may at any time request assurance that Seller will complete its performance on time. In the event reasonable grounds for insecurity arise, and Seller fails to give to the District adequate assurance of performance satisfactory to the District, in the District's sole opinion, Seller will be deemed to be in material default of this Contract.

## 6. Nonconforming/Defective Goods or Services.

6.1 **Goods.** All goods not fully meeting specified or implied standards or otherwise not in compliance with the requirements of this Contract, or shipped contrary to instructions, or substituted for goods described, may be rejected by the District and returned or held at Seller's expense and risk. In the event the District rejects any such goods, the District may charge to Seller the entire expense of inspecting, unpacking, examining, repackaging, storing and reshipping any goods rejected hereunder. If Seller is able to furnish replacement conforming goods by the required delivery date(s), it shall immediately notify the District in writing of its intention to furnish such replacement goods. If Seller fails so to notify the District in writing within five (5) business days of its intention to furnish the replacement goods, the District shall have the right to bring such goods into compliance and to charge all costs so incurred, including but not limited to inspection costs, to Seller.

6.2 **Services.** Services not conforming to the terms of this Contract shall be deemed defective services. If required by the District, Seller shall (as directed by the District) correct all defective services. Seller shall bear all direct, indirect and consequential costs of such correction (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the District harmless for same. If the Seller fails to so correct all defective services as required under the Contract Documents within a seven-day period after receipt of written notice from the District to commence and continue correction of such defective services with diligence and promptness, the District may after such seven-day period, without prejudice to any other remedies the District may have, at law or equity, correct such deficiencies. In such event, the District may deduct from any amounts due Seller, either under this Contract or any other agreement between the District and Seller, the reasonable cost of correcting such defective services. If payments then or thereafter due the Seller are not sufficient to cover such amounts, the Seller shall immediately pay the difference to the District.

6.3. **Acceptance of Nonconforming/Defective Goods or Services.** Should the District determine, in its sole opinion, it is in the District's best interest to accept nonconforming goods or defective services, the District may do so. Seller shall bear all direct, indirect and consequential costs attributable to the District's evaluation of and determination to accept nonconforming goods or defective services. If such determination is rendered prior to final payment, an amendment to this Contract shall be executed evidencing such acceptance, incorporating the necessary revisions into this Contract and reflecting an appropriate decrease in the price(s). If the District accepts such nonconforming goods or defective services after final payment, Seller shall pay to the District, within fifteen (15) days from receipt of demand for payment, an appropriate amount determined by the District to adequately compensate the District for its acceptance of such items or services.

## 7. Termination/Suspension.

7.1 **District's Termination for Convenience.** the District may, at its convenience, and upon written notification being sent to Seller, terminate or suspend all or any portion of this Contract for materials not shipped or services not performed as of the date of termination or suspension of this Contract. Seller shall receive payment for materials shipped and services properly performed prior to Seller's receipt of such notice and for services actually performed prior to

Seller's receipt of such notice on unique goods that are not otherwise saleable in the ordinary course of Seller's business. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to materials not shipped or services not actually performed, or on account of future work or services, as of the effective date of termination or suspension. No termination or suspension shall relieve the District or Seller of any of their respective obligations as to any materials shipped or services performed prior to Seller's receipt of the termination or suspension order.

**7.2 Termination by District for Seller's Default.** the District may, upon forty-eight (48) hours written notice to Seller, terminate this Contract if the Seller has failed to fulfill any of its material obligations under this Contract and Seller has failed to commence and diligently proceed thereafter to cure such breach. Such termination shall be without prejudice to any other rights or remedies of the District. In the event of any such termination for cause, no further payment hereunder shall be due Seller until the full measure of the District's damages (including the cost to cover such goods, the cost to complete the services and the District's attorney's fees) has been determined. If the District's cost of covering the goods and/or completing the services exceeds the balance of the total price(s) for goods and services not paid to Seller, Seller shall promptly pay such excess to the District. Notwithstanding anything in the Contract Documents to the contrary, at the District's sole election, any default by Seller under this Contract may be deemed a default by Seller under any other agreement between the District and Seller and a default by Seller under any other agreement between the District and Seller may be deemed a default by Seller under this Contract. If this Contract should be terminated by the District as a result of an alleged default by Seller and if it is later determined that Seller was not in default, the notice of termination for default shall be deemed to be a notice of termination for convenience and Seller's rights and remedies shall be limited to those set forth in paragraph 7.1 above. In the event of a termination for Seller's default, the District shall also have all of its rights and remedies available under law or at equity.

**7.3 Termination by Seller for District's Default.** In the event the District is in default of its obligations as defined below, Seller may give written notice to the District of such default. For purposes of this paragraph 7.3, the parties acknowledge and agree that Seller may terminate this Contract due to a District default only if the District refuses to pay undisputed amounts properly due and owing hereunder within forty-five (45) days of such amounts becoming due and owing hereunder. If the District fails to cure such default within seven (7) days written notice to the District from Seller, the Seller may, upon seven (7) additional days written notice to the District, terminate the Contract, whereupon the Seller's rights and remedies shall be limited to those set forth in paragraph 7.1 above.

**8. Inspection.** the District, its respective representatives, agents and employees, shall have the right to inspect and test the goods and services at any time, whether prior to or after shipment or delivery and shall have access at all times, whether the services are being performed on or off the Project site, for observation and inspection of the services. Seller shall provide proper and safe access for such observation, inspections and tests. The making or failure to make any observation, inspection or test of, or payment for or acceptance of, the goods or services shall not impair the District's right later to reject subsequently discovered nonconforming or defective goods or services, or to avail itself of any other remedy to which the District may be entitled under law or at equity.

**9. Warranties.** Seller warrants that at the time of delivery the goods and services shall be free from any security interest or other lien or encumbrance. Seller warrants to the District that the goods

and services purchased hereunder shall be free from all defects, shall be of the quality specified, shall be fit and appropriate for the purpose intended, and shall conform to the provisions, specifications, performance standards, drawings, samples or other requirements contained or referenced in this Contract. Seller further warrants to the District that the goods and services will be complete in all respects necessary to make the goods and services fully functional for use and installation in accordance with the terms of this Contract. Seller also warrants to the District that any services performed under this Contract shall be performed in conformance with the requirements of the Contract Documents. Seller also warrants to the District that all materials and equipment furnished under the Contract shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. In addition to the above warranties if, within one (1) year after completion of the services or delivery of the goods provided for herein, or such longer periods of time as may be provided in the Contract Documents, any services or goods are found to be defective or not in conformance with the Contract Documents, Seller shall correct it promptly after receipt of written notice from the District. Seller shall also be responsible for and pay for replacement or repair of any adjacent materials or work which may be damaged as a result of such replacement or repair. the District's rights and remedies pursuant to this paragraph are in addition to, and not a limitation on, all other rights or remedies allowed by law or equity.

**10. Infringement.** Seller warrants that the sale or use of goods or services provided by Seller or Seller's patents covered by this Contract either alone, or in combination with other materials or services, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights, either in the United States or foreign countries. Seller covenants and agrees to defend, with counsel acceptable to the District, every suit, action or proceeding that shall be brought against the District, or any party selling or using the District's goods or services purchased hereunder, for any alleged infringements of any patents, trademarks, or copyrights, by reason of the sale or use of said goods or services either alone, or in combination with other materials or services, and to pay all expenses and attorneys' fees incurred in defending every such suit, action or proceeding and to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant therein.

**11. Compliance with Laws.** Seller's performance shall strictly conform to and comply with all applicable laws, rules, regulations, codes, safety orders, labor agreements, and working conditions to which it is subject, including but not limited to all state, federal, and local non-discrimination in employment provisions and all local regulations and building codes. Seller shall execute and deliver all documents required to effect or evidence such compliance. As part of the specified price(s), Seller shall be responsible for obtaining all permits necessary to perform the services hereunder. Seller shall initiate the permitting process within one day of the execution of the Contract.

**12. Indemnification.**

**12.1** To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold the District and its officers, directors, members, agents, consultants or employees of any of them (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance hereunder, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom, but only to the extent that such claim,

damage, loss or expense is caused by Seller or anyone for whom it is liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification. This Indemnification is in addition to and not in lieu of common law indemnification to which the Indemnitee is entitled.

12.2 The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Seller or any Indemnitee. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Seller. Seller's obligation to indemnify and defend under this Indemnification will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Indemnitee for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **Assignments, Setoff.** Any delegation, subcontracting, subletting, or assignment by operation of law or otherwise of all or any portion of the obligations to be performed by Seller without the prior written consent of the District shall be deemed a material default by Seller under this Contract. The District may deduct from any amounts due or to become due to Seller under this Contract or any other agreement between Seller and the District, any sum or sums owed to the District from Seller arising under this Contract or any other agreement between Seller and the District. If the District has entered into an agreement with a contractor for the installation of the goods or provision of services related to the services to be provided by Seller under this Contract, the District may assign the rights and obligations of this Contract to such contractor, provided the District gives written notice of the same to Seller. In the event that the District elects to assign its rights and obligations to the contractor and gives written notice of such assignment to Seller, all rights and obligations of the District under this Contract will be transferred to the contractor and Seller acknowledges that the District shall not have any further obligations under this Contract.

14. **Applicable Law.** Interpretation of this Contract and the rights of the parties hereunder shall be construed under and governed by the laws of the State of Florida, except that the Florida conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

15. **Claims.** In the event of any claim or other matter in dispute between the District and Seller arising from or otherwise relating to this Contract, the Project, the Seller's provision of goods or services, the Contract Documents, or the breach thereof, the party claiming the dispute shall provide the other party prompt written notice of such dispute. The parties hereby agree that they shall first negotiate to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. In the event that the parties are unable to reach a resolution of the dispute within thirty (30) days after receipt of the initial dispute notice, the parties shall submit the dispute to non-binding mediation before a mutually agreed upon mediator. If the parties are unable to mutually agree on a mediator within thirty (30) days after the dispute being submitted to mediation, either party may seek mediation under the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings including

attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall also include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Unless otherwise provided by law, any such litigation between the parties hereto shall be instituted and maintained in the appropriate State Court in and for the County where the Project is located, such court having sole and exclusive venue and jurisdiction over such matters.

16. **Independent Contractor.** Seller agrees that Seller is an independent contractor, and that no tax, assessment or legal liability of Seller, or of his agents or employees, becomes by reason of this Contract an obligation of the District.

17. **Non-Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of the District's right thereafter to enforce each and every such provision. Any waiver, approval or consent granted to Seller shall be limited to the matters specifically and expressly stated in writing thereby to be waived, approved or consented to and shall not relieve Seller of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the District may at any time require strict compliance with this Contract as to any other matter.

18. **Ownership of Documents.** To the extent Seller generates any documents for the Project, ("Project Instruments"), such Project Instruments will be deemed a "work for hire" product and the District shall be deemed the owner of such Project Instruments and shall have the right to use the Project Instruments, even if this Contract is terminated for any reason. To the extent it is later determined that any Project Instruments are not a "work for hire" product, the parties agree to treat any Project Instruments as if they are a "work for hire" product. Seller agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Project Instruments to the District. Seller further represents and warrants that the use of any such Project Instruments does not infringe upon the intellectual property rights of any third party and Seller agrees to indemnify, defend and hold harmless the District, the District's contractors, consultants and their directors, officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Project Instruments. The terms of this paragraph shall survive the termination of this Contract.

19. **Risk of Loss.** Notwithstanding the terms of shipment, the risk of loss shall pass to the District only after delivery of any goods or materials to the job site or other place designated in writing by the District.

20. **Seller's Representative.** Seller hereby designates \_\_\_\_\_, who is authorized to render decisions on behalf of Seller and otherwise bind Seller to the District; and the District is entitled to rely upon such representative of Seller in all matters concerning this Contract.

21. **Insurance.** During the term of this Contract, Seller shall provide, pay for, and maintain with companies satisfactory to the District, the types of insurance described in Attachment III hereto.

22. **Severability.** In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

23. **Construction.** The parties hereto acknowledge that they have carefully reviewed this Contract and have had an opportunity

to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

24. **Captions.** The headings used throughout this Contract are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular paragraph to which they refer.

25. **Interpretation.** Whenever used herein the singular number shall include the plural, the plural of the singular, and the use of any gender shall include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless expressly stated otherwise.

**ATTACHMENT I**

**DESCRIPTION OF GOODS**

Description/Item Number	Quantity	Unit Price	Total Price	Delivery Date



## **ATTACHMENT II**

### **SCOPE OF SERVICES**

(See Attached)

[NOTE: PRIOR TO ATTACHING THE SCOPE OF SERVICES, DISTRICT WILL NEED TO CONFIRM THERE ARE NO INCONSISTENT OR OTHERWISE OBJECTIONABLE TERMS INCLUDED.]

## ATTACHMENT III

### INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below. All self-insured retentions or deductibles will be Seller's sole responsibility.

I. Worker's Compensation and Employers Liability Insurance shall be maintained by during the term of the Contract for all employees engaged in providing goods or services under the Contract, in accordance with all applicable laws. The amount of such insurance shall not be less than:

#### Workers' Compensation - Statutory Requirements

Employers Liability -	\$100,000	Limit Each Accident
	\$100,000	Disease – Limit Each Employee
	\$500,000	Disease – Policy Limit

II. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Seller. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for the Subcontract, Property Damage, Personal Injury and Fire Legal Liability Coverages. Seller must also include Products & Completed Operations, with the Completed Operations Coverage maintained for the Project for not less than ten (10) years following completion and acceptance by the District. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$500,000
Medical Expense	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by the District.

III. Automobile Liability Insurance shall be maintained by Seller as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

General Aggregate	\$1,000,000
Bodily Injury, including Death & Property Damage Liability	\$1,000,000 Combined Single Limit Each Accident

IV. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$2,000,000 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to the goods and services being provided, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by the District.

V. Pollution Liability Insurance shall be maintained by Seller on an "occurrence" basis with a limit of not less than \$\_\_\_\_\_ each occurrence and \$\_\_\_\_\_ aggregate for the Project. Limits must be project specific, dedicated to the goods and services provided by or for Seller on the Project only. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which Seller is liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

VI. Professional Liability Insurance shall be maintained by Seller insuring its legal liability arising out of the performance of professional services under this Contract. Such insurance shall have limits of not less than \$\_\_\_\_\_ each claim and aggregate. Seller must continue to maintain this policy for a period of not less than ten (10) years after completion of its professional services hereunder. The policy retroactive date will always be prior to 37107625.1

the date professional services were first performed by Seller hereunder, and the date will not be moved forward during the term of this Contract and for 10 years thereafter.

VII. Personal Property Insurance shall be maintained by Seller on an “all risk” basis for no less than the full replacement cost value of Seller’s tools and equipment. The District assumes no responsibility whatsoever for theft or damage sustained to Seller’s personal property.

VIII. Valuable Papers. Seller shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

IX. Miscellaneous:

Insurance carriers must have a “Best’s Rating” and a “Financial Size Category” as set forth in the most current edition of Best’s Key Rating Guide of a minimum of A-VIII. Insurance carriers must be properly admitted as required by applicable law. In the event Seller’s insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the District and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

The required insurance shall cover Seller, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) providing any goods or services under any contract or agreement with Seller. The Commercial General, Automobile, Umbrella and Pollution Liability insurance policies provided by Seller to meet the requirements of the Contract shall name the District and any other parties set forth in Paragraph VIII below, as additional insureds using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to the District. The required insurance will be primary and non-contributory to any insurance or self insurance maintained by any of the additional insureds.

Seller for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Contract, hereby waives fully for the benefit of the District and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Seller. Seller shall obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Concurrently with the execution of the Contract, Seller shall file with the District original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and the corresponding policies, whether by endorsement or otherwise, shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given to the District of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies’ coverages. The acceptance by the District of any certificate of insurance pursuant to the terms of the Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Contract. The certificates of insurance shall show the District as the certificate holder. Upon demand by the District, Seller shall deliver to the District certified true and correct copies of any and all insurance policies required to be maintained by Seller hereunder.

VIII. Additional Insureds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

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

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

<b>PRODUCER</b> Sihle Insurance Group - Clwrtr 2653 McCormick Dr Clearwater, FL 33759	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A :</b>	
<b>INSURED</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>POLICY #</b>			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			<b>POLICY #</b>			BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	<b>POLICY #</b>			E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE ATTACHED . . .

**CERTIFICATE HOLDER****CANCELLATION**

<b>Carrollwood Recreation District &amp; Carrollwood Civic Association</b> 3515 McFarland Road Tampa, FL 33618	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**NOTEPAD:**HOLDER CODE  
INSURED'S NAMETESTC-2  
OP ID: DAWNPAGE 2  
Date 11/19/2014

Carrollwood Recreation District & Carrollwood Civic Association, including their members, officers and directors are included as additional insured as respects general liability as required by written contract.

A waiver of subrogation applies to the general liability, auto liability & workers compensation in favor of Carrollwood Recreation District & Carrollwood Civic Association, including their members, officers and directors.

General liability applies primary/non-contributory.

OTC Security Cameras  
1802 N. Alafaya Trail #141  
Orlando, FL 32826  
+1 (833) 682-8622  
contact@otc123.us  
https://otc123.us

## Estimate



### ADDRESS

Anna Brown  
Carrollwood Recreation District  
3515 McFarland Road  
Tampa, FL 33618

ESTIMATE #	DATE	EXPIRATION DATE
1354	12/03/2021	01/03/2022

### DESCRIPTION OF WORK

Remove/Replace

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
OTCTVI1040D	5 MP High Resolution dome • HD-TVI Technology • True Day/Night • Smart IR • EXIR Technology • up to 100ft. range • Compatible with H.265+ • H.265 • H.264+ • H.264 DVR • IP66 Weatherproof • 12 VDC • 500Ma	8	224.90	1,799.20T
OTCJBX-2K	Camera Junction Box Wall Mount	6	28.80	172.80T
OTCDEPOT	Infrastructure and installation supplies	1	99.00	99.00
OTCLABOR4	Professional Technician Labor	1	799.00	799.00

SUBTOTAL 2,870.00

TAX 128.18

TOTAL **\$2,998.18**

Accepted By

Accepted Date



# Proposal

**Client Name:** Original Carrollwood HOA  
**Project Name:** EST2892253 - Blueberry tree Trim  
**Jobsite Address:** 3515 McFarland Road Greater Carrollwood, Florida 33618  
**Billing Address:** 3515 Mc Farland Rd Tampa, Florida 33618  
**Estimate ID:** EST2892253  
**Date:** Nov 19, 2021

Shape all Blueberry Trees on Lake Carroll way - From Scotty Cooper to Dale Mabry Entrance

Includes Dump Fee

**BlueBerry Tree Trimming on Lake Carroll Way** **\$2,075.00**

1 Service Ameri-Tree Blueberry Tree Trimming

**Subtotal** \$2,075.00

**Taxes** \$0.00

**Estimate Total** **\$2,075.00**

## GENERAL TERMS AND CONDITIONS

### PART 1: CONTRACTOR'S RESPONSIBILITY

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

**A. Workforce:** The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

**B. Landscape Materials:** All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

**C. Warranties:** Warranties provided by the Contractor for both product and labor are subject to the following terms and conditions:

I. If the Client has an existing landscape maintenance agreement with the Contractor, the warranty shall be for 1 (one) year commencing on the day the work is completed and accepted by the Client.

II. If the Client does not have an existing landscape maintenance agreement with the Contractor, the warranty shall be for 6 (six) months



commencing on the day the work is completed and accepted by the Client.

**III.** If the Client enters into a landscape maintenance agreement with the Contractor, either during or upon completion of the work, the Contractor will warranty the product per clause (1) above.

**IV.** If the Client cancels an existing landscape maintenance agreement with the Contractor within the first 6 (six) months of the warranty, the warranty shall only be in effect for the remaining time of the 6 (six) month period.

**V.** If the Contractor cancels an existing landscape maintenance agreement with the Contractor after the first 6 (six) months of the warranty period, the warranty period will have ended.

**D. Licenses and Permits:** The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

**E. Taxes:** The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material supplied where applicable.

**F. Insurances:** The Contractor agrees to maintain General Liability Insurance, Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

**G. Liability:** It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

**H. Subcontracts:** The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

**I. Invoicing:** The Contractor will invoice for the amount set forth under the prices and terms included in this contract under Section B: Terms of Payment. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

## **PART 2: CLIENT'S RESPONSIBILITY**

**A. Utilities Usage:** The Client shall allow the Contractor usage of utilities if needed.

**B. Jobsite Access:** The Client shall allow access to all parts of the jobsite where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

**C. Payment:** The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly. If not paid within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment.

**D. Defects:** The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

## **PART 3: OTHER TERMS**

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal

representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

**A. Termination:** This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination.

**B. Controlling Law:** The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising hereunder will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

**C. Legal Counsel:** Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Ameriscape USA, Inc.

**D. Notice to Owner:** The Contractor will furnish a Notice to Owner per Florida Statute 713.06 to protect the Contractor's lien rights in the event payment is not received for any job exceeding \$2,500.00.

**E. Attorney's Fees:** In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_