

University Park Recreation District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817

Phone: 407-723-5900 Fax: 407-723-5901

<http://universityparkrd.com/>

The continued meeting of the **Board of Supervisors of the University Park Recreation District** will be held on **Friday, December 19, 2025, at 2:00 PM** at the Business Offices located at 8301 The Park Boulevard, University Park, FL 34201 and or virtually.

If you would like to attend the Board Meeting by phone, you can do so by dialing:

Phone: 1-844-621-3956

Participant Code: 2536 634 0209

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Staff Report Matters

1. Strategic Planning Committee Report

Old Business Matters

2. Review and Consideration of Professional Consulting Services RFP Template
3. Discussion of Park Boulevard Management (PBM) Spending Authority
4. Update on Capital Improvement Plan

New Business Matters

5. Consideration of Sunshade Proposal
6. Update on Firm for Election Ballot Counting Services
7. Discussion of Florida Ethics Commission Response

Date	Meeting Type	Time	Location
January 9, 2026	Board of Supervisors' Meeting	2:00 PM	University Park Business Offices
January 14, 2026	Strategic Planning Committee Meeting	3:00 PM	University Park Business Offices

January 16, 2026	Rescheduled Workshop Meeting	2:00PM	University Park Business Offices
January 21, 2026	Finance Committee Meeting	3:00PM	University Park Business Offices

- 8. Supervisor Comments & Future Agenda Items
- 9. Public Comments

Adjournment



University Park Recreation District

Strategic Planning Committee Report



University Park Recreation District

Review and Consideration of Professional Consulting Services RFP Template

**UNIVERSITY PARK RECREATION DISTRICT
REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTING SERVICES
RFP No. _____**

University Park Recreation District, a political subdivision of the State of Florida (hereinafter referred to as the District) seeks proposal (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Professional Consulting Services as specified in this Request for Proposals to the District located in Manatee County, Florida.

PARAMETERS/ SCOPE OF SERVICES:

1. Assess current state - Review University Park background material
 - a. Review existing material that may provide insight into resident amenity preferences
 - i. Membership - Past and Present
 - ii. Past surveys, questionnaires, studies
 - iii. Capital Project Documentation
 - iv. Financial Records
 - v. Governance Documents
 - vi. Operations Information
 - vii. Facility Information
2. Competitive analysis - Benchmark data research and analysis
 - a. Identify HOAs that have country clubs
 - i. In our immediate Sarasota area that cater to the same demographic
 - ii. Within Florida and the Southeast
 - iii. Both thriving as well as those that are declining
 - b. What types of amenities or services are essential to membership retention and growth
3. SWOT analysis based upon the information that has been gathered and comparison to other HOAs/clubs
4. Communications Plan
 - a. Describe process for eliciting and disseminating information to residents and members
5. Recommendations for areas of improvement and investment
6. Consulting project pricing and timeframe
7. Credentials and client affidavits/references
8. Evaluation and Selection Criteria:

The Strategic Planning Committee will evaluate and rank the Proposals. The Strategic Planning Committee will present to the District its rankings and recommend that the District move forward with the top ranked Proposer. The selection criteria and given weight are as follows:

 1. Customization to UP Needs (20%)
 2. Completeness (20%)
 3. Past Experience with Industry Related Strategic Planning (20%)
 4. Approach/Process (15%)

5. Communication Plan (15%)
6. Pricing (10%)

The District reserves the right to reject any or all proposals, to waive technicalities, to re-advertise, and to otherwise conduct this Request for Proposals in the manner it deems to be in the best interests of the District.

Prospective firms, as well as any agents, representatives or persons acting at the request of such prospective firms, shall be prohibited from discussing any matters related in any way to this Request for Proposals with any District officer, agent, or employee, other than John Fetsick, or as may otherwise be directed in the Request for Proposals.

SECTION A. INSTRUCTIONS TO PROPOSERS

A.01 INFORMATION CONFERENCE

Proposer Orientations can be scheduled at the University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201 on an as requested basis. Please contact the General Manager, John Fetsick (Jfetsick@universitypark-fl.com, 941-355-3888 x 226) of your intention to schedule and to secure gate access credentials.

A.02 DUE DATE AND TIME

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: Professional Consulting Services, Proposer's name, and Proposer's address. Proposals must be received by the District prior to the Due Date and Time:

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **Friday, January 16, 2026, at 12:00 P.M. EST**. Proposals must be submitted to the General Manager and addressed as follows:

**John Fetsick
General Manager - UPRD
7671 The Park Boulevard
University Park, FL 34201**

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the District for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A bid opening meeting will be held at 12:15 P.M. EST on Friday, January 16, 2026, at the offices of University Park Country Club (UPCC) 7671 the Park Blvd., University Park, FL 34201, Florida at which time every bid received will be opened and read aloud, irrespective of any irregularities therein. Bidders and/or their representative properly interested may be present.

A.03 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives in Bluebeam or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of UPRD which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Proposals whether, or not, the Proposal is accepted.

A.04 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are attached to this solicitation

A.06 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addendum. Addenda will be issued via email.

All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to obtain, read and acknowledge all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.07 RESPONSE EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.08 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to the Districts Designated Procurement Contact. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP

The District will not be responsible for oral interpretations given by other sources including District staff, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information will be given.

A.09 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFP, such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the District.

A.10 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division.
The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing.

A.11 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.12 LOBBYING

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any District officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a District Board meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled.

A.13 EXAMINATION OF RESPONSES

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than thirty (30) calendar days from the Due Date and Time.

A.14 ERRORS OR OMISSIONS

Once a Proposal is opened, the District will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

A.15 DETERMINATION OF RESPONSIBLNESS AND RESPONSIVENESS

The District will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.16 RESERVED RIGHTS

The District reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the District reserves the right to negotiate with the Proposer. The District reserves the right to award the contract to a responsive and responsible Proposer, which in its sole determination is the best value and in the best interests of the District.

The District reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the District, Proposer shall provide all such information to the District. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.17 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida.

A.18 TAXES

UPRD is exempt from Federal Excise and State Sales Taxes therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work

performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.19 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.20 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future District solicitations for a specified period.

The district reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.21 CODE OF ETHICS

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to UPRD.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Proposer is to complete Form 3 and submit with your Proposal

A.23 AMERICANS WITH DISABILITIES

The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of District functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring

reasonable accommodation for an information conference or Proposal opening should contact John Fetsick at least twenty-four (24) hours in advance of either activity.

A.24 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, UPRD hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 4870915.

A.26 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If UPRD rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the UPRD provides notice of an intended decision concerning the reissued solicitation or until UPRD withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of UPRD, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and UPRD public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by UPRD, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and UPRD policies including but not limited to Section 119.0701, Florida Statutes.
- 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 Florida Statutes, Chapter 119, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer 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 contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to the District upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UPRD, upon request from UPRD's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS RFP OR THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP, CONTACT UPRD'S CUSTODIAN OF PUBLIC RECORDS, VIVIAN CARVAHLO, AT (407) 723-5900; 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FL 32817; CARVALHOV@PFM.COM

A.27 TRADE SECRETS

UPRD is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to the District.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. UPRD and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from UPRD that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the District shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials. Proposer shall indemnify and hold District, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from UPRD's non-disclosure of the trade secret materials.

A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS

Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to District or any privately owned or leased property held by UPRD.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by UPRD.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to UPRD.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the District, or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the UPRD designated Contract administrator who shall coordinate UPRD's response to the request.

A.29 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with URD. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.30 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.31 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.32 PROTEST

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the District Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Contact. Protest must be in writing and delivered via email in a sealed container with the following information clearly marked on the outside of the package: Protest related to RFP for Strategic Planning Consulting Services, Proposer's name, and Proposer's address. Proposals must be received by the District prior to the Award Date and Time at the following address:

**John Fetsick
General Manager - UPRD
7671 The Park Boulevard
University Park, FL 34201**

by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award by The District. There is no stay of the procurement process during a protest. The

Procurement Contact shall have the authority to settle and resolve a protest concerning the intended award of a contract.

A.33 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.34 ACCESSIBILITY

The District is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.35 ANTI HUMAN TRAFFICKING

Section 787.96, Florida Statutes, requires that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Therefore, Successful Proposer shall be required to execute and return to the District, the District's Anti-Human Trafficking Affidavit.

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. The schedule is tentative and may be adjusted from time to time in the best interest of the District.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference at UPRD, 7671 The Park Boulevard University Park, FL 34201	As requested in writing by Proposer. Deadline to request and hold conference is December 16, 2025 @ 5:00p.m.

Question and Clarification Deadline	January 2, 2026 @ 5:00p.m.
Final Addendum Posted	January 6, 2026 @ 5:00p.m.
Proposal Due Date and Time	January 16, 2026 @ 12:00p.m.
Bid Opening Meeting at UPRD, 7671 The Park Boulevard, University Park, FL 34201	January 16, 2026 @ 12:15p.m.
Technical Evaluation Meeting	Within fourteen (14) days of January 16, 2026
Interviews/Presentations/Demonstrations (if conducted)	Within twenty-eight (28) days of January 16, 2026
Final Evaluation Meeting (if required)	Within fourteen (14) days of interviews/presentations demonstrations
Projected Award	March 10, 2026



University Park Recreation District

Discussion of Park Boulevard Management (PBM) Spending Authority

University Park Recreation District (UPRD)

Summary of Park Boulevard Management Spending Authority

Based on the Country Club Management Agreement (Effective December 2024)

Park Boulevard Management (PBM) manages daily operations of University Park Country Club under defined limits of spending and contracting authority. UPRD retains oversight of all major, capital, and unbudgeted expenditures. The following summarizes PBM's financial and contractual authority without prior approval.

Category	Authority Without Approval	Requires UPRD / Officer Approval
Operating Expenses	Within approved Annual Operating Budget	Outside budgeted limits
Emergency Repairs	Up to \$25,000 for safety or damage prevention	Over \$25,000 (Chair/Treasurer approval required)
Unbudgeted Minor Expenses	≤ \$10,000 per month or ≤ \$50,000 per year	Exceeding \$10,000/month or \$50,000/year
Service Contracts	Within budget and ≤ \$50,000 total	Over \$50,000 or not in budget
Capital Expenditures	None without inclusion in Annual Business Plan	All capital items not pre-approved by Board
Bank Signatures	≤ \$50,000 single signature (GM/Finance/Facilities)	≤ \$50,000 requires Chair/Treasurer co-signature

Summary: PBM's spending authority covers routine and budgeted operations. Unbudgeted, emergency, and capital expenditures require UPRD approval as outlined. The Board retains oversight of all major financial commitments and deviations from the approved Annual Business Plan.

----- Original Message -----

From: Mark Barnebey <mbarnebey@blalockwalters.com>
To: "Sally Dickson - UPRD (sally.dickson@UniversityParkRD.com)"
<sally.dickson@UniversityParkRD.com>,
"steve.heizner@universityparkrd.com" <steve.heizner@universityparkrd.com>,
Scott Huebner <scott.huebner@universityparkrd.com>,
"David.Murphy@universityparkrd.com"
<David.Murphy@universityparkrd.com>, Rusty Piersons
<russell.piersons@universityparkrd.com>
Cc: "John Fetsick (jfetsick@universitypark-fl.com)" <jfetsick@universitypark-fl.com>,
"Vivian Carvalho (carvalhov@pfm.com)" <carvalhov@pfm.com>,
Jennifer Alexander <jalexander@blalockwalters.com>
Date: 12/02/2025 5:27 PM EST
Subject: University Park Recreation District/

Please do not respond to all.

Supervisors – In prior workshops, there was the inquiry below. Our response is as set forth below:

Was the Summary of Park Boulevard Management Spending Authority presented at the November 4, 2025 workshop and attached hereto correct?

In general terms, the Summary of Park Boulevard Management Spending Authority is consistent with the Country Club Management Agreement of December

13, 2024. As with any summary, there are more details in the Management Agreement, but this is a good summary.

Mark P. Barnebey

Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205
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University Park Recreation District

Update on Capital Improvement Plan



University Park Recreation District

Consideration of Sunshade Proposal



September 19, 2025

Univeristy Park Country Club

7671 The Park Blvd
University Park, FL 34201
502-382-8997

Thank you for allowing us to provide you with a proposal for hurricane protection. We have listed below a line-item quote reflecting the scope of work for your project. The number shown with each line item corresponds to the drawing provided as part of this proposal.

Your project includes the following:

7 PROGRESSIVE MAGNA TRACK MOTORIZED HURRICANE SCREEN(S) at the following location(s):

1. Exceeds the requirements for the State of Florida and Miami-Dade Certification.
2. Screens are Twitchel OmegaTex with Kevlar reinforcement.
3. Designed for CAT5 hurricanes to withstand both wind and missile impactations.
4. Keeps the lanai much cooler and dramatically reduces cooling costs inside your home.
5. NO-SEE-UM protection.
6. Provides 95% UV Protection.
7. Best looking screens on the market.
8. The only screens on the market that can be left exposed to the UV of the Florida sun.
9. Gaposa Motors have a 5-year manufacturer's warranty.
10. Screens have a 15-Year manufacturer's warranty.

1) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 176 x 144	\$ 8,334.00
2) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 175 x 144	\$ 8,334.00
3) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 185 x 144	\$ 8,593.00
4) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 186 x 144	\$ 8,593.00
5) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 186 x 143	\$ 8,593.00
6) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 184 x 143	\$ 8,593.00
7) Progressive Hurricane Screen, Motorized White / White & Tan Other Unit Size: 265 x 143	\$ 10,508.00

Permitting: \$ 500.00

Removal / Refunding 7 Solar Screens \$ 7,000.00



TOTAL PRICE:	\$ 55,048.00
DISCOUNT:	
TOTAL PROJECT COST:	\$ 49,500.00

Terms and Conditions:

Payment: A deposit equal to, or greater than 50% of the contract price is due upon signing the contract. All warranties will be void unless all money due to Sun and Storm Systems, LLC (Seller) is paid in full when installed.

The products listed in this agreement are to be custom made for this purchase and therefore cannot be changed, cancelled, modified, or discharged in whole or in part by the Purchaser except in accordance with the law or with written consent from the Seller.

Customer Signature: _____ Date: _____



University Park Recreation District

Update on Firm for Election Ballot Counting Services



University Park Recreation District

Discussion of Florida Ethics Commission Response

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

PARK BOULEVARD MANAGEMENT, LLC

Prepared by:
J. Michael Hartenstine
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

AMENDED AND RESTATED OPERATING AGREEMENT OF PARK BOULEVARD MANAGEMENT, LLC

This Amended and Restated Operating Agreement, dated as of December 13, 2019, is made by and between **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, and **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, its sole Member and Manager, in consideration of the mutual covenants and obligations set forth herein. The terms of this Agreement supersede any contrary terms in the Act, unless the Act makes such contrary terms non-waivable, in which case the Act will govern such terms. In addition, this Agreement amends, restates, supersedes, and replaces the Operating Agreement of UPCC, LLC, dated August 16, 2018.

ARTICLE 1: DEFINITIONS

Unless the context indicates otherwise or the terms are otherwise defined herein, the following terms have the meanings assigned to them in this Article 1.

1.1 "ACT" means the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, as amended.

1.2 "CODE" means the Internal Revenue Code of 1986, as amended, and any subsequently enacted United States income tax code.

1.3 "COMPANY" means **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, formed in accordance with the Articles of Organization filed with the State of Florida effective as of August 16, 2018, having document number L18000197208, as amended by Articles of Amendment filed with the State of Florida effective as of October 24, 2019, having document number H19000313041.

1.4 "COMPANY PROPERTY" means all the assets of the Company, including money; accounts receivable; investments; bank accounts; shares of stock; interests in partnerships and limited liability companies; other intangible assets; and any other real property, personal property, and property rights belonging to the Company.

1.5 "PERSON" means any natural person, partnership, corporation, trust, association, or other legal entity.

ARTICLE 2: MANAGEMENT

2.1 AUTHORITY AND POWER. The Company will be manager-managed. Except as expressly set forth in this Agreement or the Act, the Manager has full, exclusive, and complete authority and discretion to manage and control the business of the Company and to make all decisions affecting the business of the Company, including the exclusive right to conclusively approve transactions outside the ordinary course of business. Any Person dealing with the Company may conclusively rely on a certificate signed by the Manager as to its identity and its authority to act on behalf of the Company and without

further inquiry may rely upon the authority of the Manager to perform any act or execute and deliver any instrument for the Company. Except as expressly set forth in this Agreement, the Manager has all the rights and powers which may be possessed by the Manager pursuant to the Act.

2.2 LIMITATION UPON RIGHTS AND POWERS OF THE MANAGER. The Manager does not have the authority to do any act expressly prohibited by the Act or by other law.

(a) **Consent of Member Required.** Except as expressly permitted by this Agreement, the Manager does not have the authority to do any of the following acts without the prior consent of the Member:

- (i) any act in contravention to this Agreement;
- (ii) any act that would cause the Company to become taxable as an association for Federal income tax purposes;
- (iii) any act that would subject any Member to personal liability for acts of the Company or the Manager; or
- (iv) possess or assign rights in Company Property for other than a Company purpose.

(b) **Statement of Authority.** The Company may file a statement of authority with any applicable governmental body or non-governmental organization as necessary to enforce limitations upon the power of the Manager or other Persons to act on the Company's behalf.

2.3 GENERAL DUTIES OF THE MANAGER. The Manager shall manage and control the affairs of the Company for its benefit and the benefit of the Member. The Manager owes a duty of loyalty and duty of care to the Company and the Member as provided by the Act, except as provided in this Agreement.

2.4 NUMBER. The name and address of the Manager is set forth on Exhibit A. Exhibit A will be amended, from time to time, to reflect changes in the Manager. The number of Managers may be increased only by the Member. If at any time there is more than one Manager, then any reference in this Agreement to the "Manager" will refer to the Managers, and an act will be considered approved by the Managers if and only if a majority of the Managers approve the act. At any time the Member is the Company's sole Manager, it may refer to itself and execute documents on the Company's behalf as either "Manager" or "Managing Member."

2.5 TERM OF OFFICE; RESIGNATION. The Manager will hold office until resignation, removal from office pursuant to Section 2.6, irrevocable dissolution, or death, whichever first occurs. The Manager may resign at any time upon 30 days' prior written notice to the Member. For the foregoing purposes, an administrative dissolution does not constitute an irrevocable dissolution. The acceptance of a resignation is not necessary to make it effective.

2.6 REMOVAL; VACANCIES. The Manager may be removed at any time and for any reason by the Member, upon written notice by the Member to the Manager. Any vacancies (whether arising out of resignation, death, irrevocable dissolution of an entity which is the Manager, or removal) will be filled by the Member. For the foregoing purposes, an

administrative dissolution does not constitute an irrevocable dissolution.

2.7 OFFICERS. Those persons from time to time serving as president, vice president, secretary, and treasurer of the Member are designated officers of the Company, each holding *ex officio* the same office in the Company as is held in the Member. An officer will have the same authority and responsibility with respect to the Company as the corresponding officer of a Florida corporation would have with respect to the corporation.

2.8 EXECUTIVES. In addition to the officers, the Company will have an executive staff comprised of a General Manager, a Deputy General Manager, and a Director of Finance (each being referred to herein as an “Executive”). The Executives will have full, exclusive, and complete authority and discretion to manage and control, and to make all decisions affecting, matters within the ordinary course of business of the Company, subject only to directives of the Management Committee. The Executives shall render to the Management Committee such oral or written reports of their management of the Company’s business in such form and on such occasions as the Management Committee may require.

2.9 MANAGEMENT COMMITTEE. The Company will have a Management Committee comprised of three members, each of whom will be appointed by, and serve at the pleasure of, the Manager. The Management Committee will have full, exclusive, and complete authority and discretion to hire, terminate, compensate, supervise, and direct the Executives.

2.10 BANK ACCOUNTS. All funds of the Company will be deposited in one or more bank accounts in such banking institutions as the Manager may determine. All withdrawals against such accounts for the payment of payroll expenses, payroll taxes, and other employee-related expenses must be made by check, draft, or other written order signed by two Executives, by two officers of the Company, or by an Executive and an officer of the Company. All other withdrawals against such accounts must be made by check, draft, or other written order signed by an Executive and an officer of the Company or by two officers of the Company.

2.11 INDEMNIFICATION. The duty of care owed by the Member, the Manager, the officers, the Executives, and members of the Management Committee in the discharge of their duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, conduct involving bad faith or a knowing violation of law, or such lower standard as may be permitted by a non-waivable term in the Act. In discharging their duties, the Member, the Manager, the officers, the Executives, and members of the Management Committee will be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports, or statements by (a) any of the Company’s agents or (b) any other Person as to matters they reasonably believe are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to

the Member might properly be paid. The Company shall indemnify the Member, the Manager, the officers, the Executives, and members of the Management Committee for their conduct in such capacities to the maximum extent permitted by law.

ARTICLE 3: CONTRIBUTIONS

3.1 INITIAL CAPITAL CONTRIBUTION. The Member shall make the capital contribution described on Exhibit A at the time and on the terms specified on Exhibit A and will become the Company's sole member in exchange for such contribution. If no time for the capital contribution is specified, the capital contribution will be made upon the filing of the Articles of Organization with the Secretary of State. The value of the capital contribution is as set forth on Exhibit A. No interest will accrue on the capital contribution, and the Member does not have the right to withdraw or be repaid any capital contribution except as provided in this Agreement.

3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. In addition to the initial capital contribution, the Member may make additional capital contributions. Except to the extent of any unpaid portion of the capital contribution described on Exhibit A, the Member is not obligated to make any additional capital contributions.

ARTICLE 4: DISTRIBUTIONS

The Company may make distributions to the Member as determined by the Manager from time to time in accordance with this Agreement. However, no distribution may be declared and paid if such distribution would violate the limitations on distributions set forth in the Act.

ARTICLE 5: TAX MATTERS

Except as provided in the next sentence, as long as the Company has only one Member, the Company will be taxed as a disregarded entity for Federal income tax purposes. If the Company's sole Member consists of individuals holding their membership interest as tenants by the entirety, joint tenants, tenants in common, or through some other similar form of ownership, the Company will be taxed as a partnership under the Code, but will be treated as a single-member limited liability company for all non-income tax purposes. If the Company is taxed as a partnership under the Code, capital accounts will be maintained and Federal income tax attributes will be allocated in accordance with Code Sections 704(b) and 704(c) and the Regulations thereunder. To the extent possible, the state income tax classification of the Company will mirror its Federal income tax classification.

ARTICLE 6: COMPETITION

The Member and the Manager are entitled to enter into transactions that may be considered to be competitive with, or exploit a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member and the Manager may enter into transactions that are similar to the transactions into which the Company

may enter.

ARTICLE 7: TRANSFER OF MEMBERSHIP INTEREST

The Member's membership interest is transferable in whole or in part without the consent of any other Person. An assignee of such membership interest will be admitted as a Member only if the transferring Member, in the Member's sole discretion, consents to such admission. If the Member does not consent to the admission of an assignee as a Member, the Member will retain all the management rights granted to the Member hereunder. If the Member's membership interest is involuntarily transferred pursuant to a divorce proceeding or some other event, the transferee will only be entitled to the rights of an assignee, and the Member will retain all the management rights granted to the Member hereunder. The rights of a creditor of the Member who acquires an interest in the Member's membership interest, whether by reason of a pledge of such interest or otherwise, will be limited to the rights described in Section 605.0503, Florida Statutes, as applicable to single-member limited liability companies, and such creditor will have no other rights whatsoever. Notwithstanding anything to the contrary herein, if a membership interest in the Company is held by a Member as tenants by the entirety, a transfer of such interest to the surviving tenant upon the death of the other tenant will be permitted, and the surviving tenant will automatically be admitted as a Member with respect to the entire interest formerly held as tenants by the entirety.

ARTICLE 8: DISSOLUTION

8.1 PERPETUAL TERM. The Company's existence will be perpetual unless the Member determines to dissolve it. Only the Member may determine if and when the Company will be dissolved. Such right is exclusively reserved to the Member even if the Member's creditor or another Person has acquired part or all of the Member's membership interest without being admitted as a substitute Member.

8.2 LIQUIDATION. Upon the dissolution of the Company, the Company's business will be wound up, its assets liquidated, and the net proceeds of such liquidation distributed to the Member. The Member shall proceed without any unnecessary delay to sell and otherwise liquidate the Company Property. However, if the Member determines an immediate sale of part or all of the Company Property would cause undue loss, in order to avoid such loss, the Member may defer the liquidation, except to the extent provided by the Act. Upon the completion of the liquidation and distribution of the Company Property, the Member shall execute, acknowledge, and cause to be filed all certificates and notices required by law to reflect the dissolution of the Company.

8.3 CONTINUING GOVERNANCE. In the event of a dissolution of the Company, the business affairs of the Company will continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

ARTICLE 9: AMENDMENTS

The Articles of Organization and this Agreement may be amended or restated, or a

new Operating Agreement may be adopted, by mutual agreement of the Member and the Company.

ARTICLE 10: MISCELLANEOUS

10.1 NOTICES. Notices or other communications will be deemed to have been given only when personally delivered by the Person giving notice to the Person receiving notice.

10.2 APPLICABLE LAW. This Agreement will be governed by, and construed in accordance with, the law of the State of Florida (without regard to conflict of laws or similar concepts).

10.3 CONSTRUCTION. Words of gender used in this Agreement will be interpreted to include the other genders, and words in the singular number will be interpreted to include the plural and vice-versa, when the context so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit, or describe the scope or intent of this Agreement.

10.4 INTEGRATION. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not described herein.

10.5 INVALIDITY. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or its application to any Person or circumstance is, for any reason or to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other Persons or circumstances will not be affected thereby, but rather will be enforced to the greatest extent permitted by law.

10.6 SUCCESSORS BOUND. This Agreement will be binding upon, and inure to the benefit of, the Member and the Member's legal representatives, heirs, and permitted successors and assigns.

10.7 EXECUTION. The parties may evidence their execution of this Agreement by facsimile or electronic transmission of a copy of this Agreement bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

In witness whereof, the Company, the Member, and the Manager have signed this Agreement effective as of the date first appearing above.

THE COMPANY

PARK BOULEVARD MANAGEMENT, LLC

By: University Park Community
Association, Inc., a Florida corporation
As its Manager

By: _____
John Whyte
As its President

THE MEMBER

**UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.**

By: _____
John Whyte
As its President

THE MANAGER

**UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.**

By: _____
John Whyte
As its President

EXHIBIT A
TO THE AMENDED AND RESTATED OPERATING AGREEMENT OF
PARK BOULEVARD MANAGEMENT, LLC

Name and Address of Member	Initial Capital Contribution	Agreed Value of Initial Capital Contribution or Commitment
University Park Community Association, Inc. 8301 The Park Boulevard University Park, FL 34201	N/A	N/A

**Name and Address of
Manager**

**University Park
Community Association, Inc.**
8301 The Park Boulevard
University Park, FL 34201

MEMORANDUM

TO: Board of Supervisors

FROM: Mark P. Barnebey, Esquire, District Counsel

CC: Vivian Carvahlo, District Manager
Kwame Jackson, Assistant District Manager
John Fetsick, General Manager
Marisa J. Powers, Esquire

DATE: December 5, 2025

RE: Questions Related to Conflicts of Interest

We received the following inquiries:

1. Whether a Supervisor's service on the board of directors or management body of one of the District's major vendors constitutes a prohibited employment or contractual relationship under Florida Statute 112.313(3) or 112.313(7)?

BRADENTON
802 11th Street West
Bradenton, FL 34205



SARASOTA
2 North Tamiami Trail
Suite 400
Sarasota, FL 34236



941.748.0100 phone
941.745.2093 fax
BlalockWalters.com

This question is not directed to a specific scenario. The general answer is there is a potential of such a relationship being a prohibited employment or contractual relationship under Sections 112.313(3) or 112.313(7), Florida Statutes, if a Supervisor serves in a role on the board of directors or management body of a District vendor but the analysis of these questions are very fact specific. Whenever there is a potential for a violation of the Florida ethics laws, I encourage elected officials to reach out to the Office of the Florida Ethics Commission for guidance. Recently, this question was the subject of an inquiry by the Chair to the staff of the Commission on Ethics related to the Chair serving as a volunteer on the management committee of Park Boulevard Management, Inc. (PBM), which is a corporation formed by the University Park Community Association, Inc. (UPCAI). It was

mbarnebey@blalockwalters.com

addressed in a May 5, 2025 letter from attorney Stephanie Novenario of the Florida Ethics Commission. Without rehashing the lengthy analysis by Attorney Novenario, the summary of the analysis is provided at the end of the letter and states as follows:

In summation, your simultaneous service as a Board Supervisor for the UPRD and as a volunteer member of PBM's Management Committee does not appear to present a prohibited conflict of interest pursuant to either prohibition found within Section 112.313(7)(a), Florida Statutes. Based on your assertion that your service as a member of PBM's three-person Management Committee does not functionally amount to service as a director of PBM, it does not appear that your membership on the Management Committee violates either prohibition found within Section 112.313(3), Florida Statutes. However, if your duties on the Management Committee do amount to the functional equivalent of a director position, your service on the Management Committee would likely violate both prohibitions found in Section 112.313(3). (Emphasis added)

The summary by Attorney Novenario indicates that based on the information provided by the Chair, there is not a conflict under Section 112.313(7) or 112.313, Florida Statutes.

2. Whether such a relationship requires the Supervisor to disclose a conflict and abstain from voting under Florida Statute 112.313(3) when matters involving that vendor come before the Board, including contract renewals or extensions?

Again, this is general question and not directed to a specific facts. Thus, it is possible that such a relation would require a Supervisor to disclose a conflict and abstain from voting under Florida law, but again the analysis related to such a question would be very fact specific. Whenever there is a potential for a violation of the Florida ethics laws, I encourage elected officials to reach out to the Office of the Florida Ethics Commission for guidance.

Discussion of issues related to Section 112.313(3) were addressed in the response to question 1. However, voting conflicts are generally covered by Section 112.3143, Florida Statutes. Section 112.3143, Florida Statutes, states in part as follows:

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Two definitions in subsection 1 are relevant to this discussion:

(a) "Principal by whom retained" means an individual or entity, other than an agency as defined in s. 112.312(2), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one's client, employer, or the parent, subsidiary, or sibling organization of one's client or employer.

And

(d) "Special private gain or loss" means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.

3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

This analysis is fact specific. Thus, for example, a key question would be whether the measure being voted on would inure to his or her special private gain or loss or which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained.

3. Whether a Supervisor in this circumstance was required to abstain from the vote on extension of the vendor's contract and whether Form 8B should have been filed?

As noted above, the analysis is fact specifics and I do not know specifics to which you are referring. However, it would be inappropriate for me to comment on actions already taken by a Supervisor.

4. Whether I have a specific position regarding the May 5, 2025 letter from attorney Stephanie Novenario representing the Florida Commission on Ethics, as it pertains to action or non-action to be taken by the UPRD board?

The May 5 letter from Commission on Ethics attorney Stephanie Novenario is discussed in detail above. In regard to the May 5, 2025 letter, I can assure you that the Ethics Commission staff and attorneys take inquiries such as the one initiated by the Chair on this issue very seriously and carefully analyze the information provided. It should be noted that each of these cases are very fact specific and the facts related to the relationship with PBM, UPCA, and the District are likely very unique in the state of Florida. The opinion by Attorney Novenario is the best information available to the Chair and the District at this point. However, regardless

of the opinion rendered, the Board of Supervisors could examine alternatives if the Board believes that alternative better serves the District. For example, the Board could examine the possibility of appointing an individual, who is not a Supervisor, to serve as the District representative on the PBM Management Committee. Depending on what alternative is being considered, it is likely that such a change would require some discussion with UPCA.